

# NOTICE INVITING BIDS



## Landscape Maintenance and Janitorial Services for the Tulloch Day Use Area

7430 O'Byrnes Ferry Road  
Copperopolis, CA 95228

**Bids must be received no later than **December 14, 2022 at 3:00 p.m.****

## **INTRODUCTION**

The Tri-Dam Project, a partnership of the Oakdale and South San Joaquin Irrigation Districts, is soliciting bids for landscape maintenance and facility cleaning of the newly completed Tulloch Day Use Park.

## **WORK SITE**

The Tulloch Day Use Area is located at 7430 O'Byrnes Ferry Road, Copperopolis, CA 95228, and is the site for which the services requested under this solicitation are to be performed.

## **SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR:**

Tri-Dam is soliciting bids to perform landscaping maintenance and janitorial services for the Tulloch Day Use Recreational Facility. *Due to the small project size, and limited services of both landscaping and janitorial, Tri-Dam would prefer to hire one (1) firm to perform both services.*

Usage of the facility may vary seasonal, so the time frequency may change from summer to fall/winter seasons. The schedule of cleaning and landscape maintenance is subject to change, depending upon the usage of the site to ensure that the site is clean and well maintained. The contract will be for a one (1) year period, with the option for up to two (2) additional one-year renewals. It is anticipated that Janitorial site-visits will occur at least two (2) times per week, possibly more frequently during summer and holiday weekends. It is anticipated that Landscape Maintenance visits will occur one (1) time weekly, possibly more frequently in spring and fall.

### Janitorial Services

- Dust and clean picnic tables, fences and railings.
- Clean and sanitize the two (2) onsite restrooms. Replenish bathroom paper, as necessary (provided by Tri-Dam).
- Clean and sanitize all door knobs & handles.
- Clean the building exterior as needed to ensure that it is clean and tidy.
- Pick up any trash, debris from the site. Remove trash and deposit at the County Transfer Station. Clean and sanitize waste receptacles as necessary. Replace liners.

### Landscape Maintenance

- Mow lawn as needed, and weed-eat other portions of the site as required.
- Trim trees, shrubs and branches to ensure healthiness of the plantings.
- Check and maintain the irrigation system to ensure efficient use of water and proper operation of the system.
- Remove all trimmings and deposit at the County Transfer Station, or other approved facility, with care taken to ensure that none of these are placed within the reservoir.
- Ensure that parking lot and walkways are kept clean and free of leaves and other plant material.
- Regular checks of trees and plantings for health.
- Usage of any fertilizers shall be kept to a minimum and care should be taken to ensure that no fertilizer enters the reservoir.

- Pesticides or herbicides are prohibited in and around the reservoir.

## **INSURANCE REQUIREMENTS**

During the performance of the work under the proposed Contract, Contractor and each subcontractor retained by Contractor shall maintain the following insurance:

1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
3. Workers Compensation Insurance in accordance with the provisions of Section 3700 of the California Labor Code.

## **CONTRACTOR REQUIREMENTS**

Contractor must possess a valid Calaveras County business license.

**This is a public works project requiring the payment of prevailing wage.**

**All contractors and subcontractors listed on a bid proposal must be registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code Section 1725.5, if the contract amount is more than \$15,000.00.**

**All contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (Division of Labor Standards Enforcement).**

A mandatory pre-bid meeting and site visit is scheduled for **December 7, 2022, at 9:00 am**. Interested parties will meet at the Tulloch Day Use Area at 9:00 am at 7430 O’Byrnes Ferry Road, Copperopolis, CA 95228. Please confirm your intent to participate in the conference call and/or site visit by email to [slarson@tridamproject.com](mailto:slarson@tridamproject.com).

If you or your firm is interested in performing the requested services on behalf of Tri-Dam, please submit a bid in accordance with the instructions and requirements of this NIB. **The deadline for receipt of bids and all associated materials is December 14, 2022, at 3:00 p.m.** Bids received after the deadline will be rejected as non-responsive.

Please submit proposals electronically, in PDF format, to:

Susan Larson  
License Compliance  
[slarson@tridamproject.com](mailto:slarson@tridamproject.com)

## **INSTRUCTIONS TO BIDDERS**

### **I. REQUIREMENTS**

Independent contractors participating in this process must meet the following minimum qualifications to be considered:

- a. The Contractor will be a financially sound company with experience in landscape maintenance and site cleaning.
- b. Contractor will be responsible for providing all tools and supplies, unless specifically noted (for example, Tri-Dam will provide tissue for restocking the restrooms).
- c. The Contractor shall be able to provide personnel who have expertise and experience in all aspects of landscape maintenance and site cleaning services.
- d. Contractor shall demonstrate the ability to comply with prevailing wage job specifications and DIR registration provisions.
- e. Contractor shall be able to enter into the Landscape Maintenance and Janitorial Services Contract, attached as Exhibit “C”.
- f. Consultant must have no personal or organizational conflicts of interest, as prohibited by law.

### **II. REQUIREMENTS FOR BID CONTENTS**

1. Bids shall be submitted on the Bid Form supplied with this solicitation.
2. Bids shall contain a lump-sum, total “not to exceed” cost for all of the services and work contemplated on a per site-visit basis.
3. Rate and Fee Schedule. Provide a listing of the hourly rates for all personnel or categories of employees, the flat or hourly rates for specific services, as well as any overhead or special charges and sub-contractor fees for services, if needed.

### **III. AGREEMENT**

Upon final award of the Contract for the Project, Consultant will be required to enter into a “Landscape Maintenance & Janitorial Services Contract” in the form of the attached hereto as Exhibit “C”

#### **IV. AWARD OF CONTRACT FOR SERVICES**

The contract is expected be awarded to the lowest responsive, responsible bidder, based on the total bid price. At Tri-Dam's option, the contract may be bifurcated and let to separate contractors for janitorial services and landscape maintenance services, based on the lowest responsive, responsible bidder for each. Tri-Dam reserves the right to reject all bids, and award of contract is not guaranteed.

#### **V. QUESTIONS REGARDING THIS SOLICITATION**

Questions regarding this solicitation shall be directed to **Susan Larson, License Compliance**, at [slarson@tridamproject.com](mailto:slarson@tridamproject.com).

All questions must be submitted via email no later than 3:00 p.m. on December 9, 2022. To the extent that a question causes a change to any part of this solicitation, an addendum shall be issued addressing such. Questions resulting in clarification of any portion of this solicitation or other substantive matter regarding the Project will NOT result in issuance of an addendum.

**BID FORM**

ITEM	COST PER SITE VISIT	# OF EXPECTED SITE VISITS PER WEEK	TOTAL ESTIMATED COSTS PER WEEK
Landscape Maintenance		1	
Janitorial Service for Restrooms		1-2/*	
			<b>TOTAL BID PRICE</b>

\*May vary depending upon season.

Contractor Business Name: \_\_\_\_\_

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

Name and Title of Person Submitting Bid: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contractor's DIR Registration #: \_\_\_\_\_

List of Subcontractors (if any), and Subcontractors' DIR Registration Numbers: \_\_\_\_\_

I certify that my business possesses a current business license in Calaveras County

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



## **CONTRACT FOR LANDSCAPE MAINTENANCE AND JANITORIAL SERVICES**

This Contract is made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2022, in the County of Tuolumne, by and between TRI-DAM PROJECT, a partnership between the Oakdale and South San Joaquin Irrigation Districts, California irrigation districts governed by Division 11 of the California Water Code ("Tri-Dam"), with its principal place of business located at 31885 Old Strawberry Road, Strawberry, California 95375; and \_\_\_\_\_, a [type of business entity (e.g. California corporation)], with its principal place of business located at \_\_\_\_\_ ("Contractor").

### **AGREEMENT**

#### **1. SCOPE OF WORK**

- A.** The Work consists generally of routine landscape maintenance and janitorial services for the Tulloch Day Use Park, located at 7430 O'Byrnes Ferry Road, Copperopolis, California 95228. The scope of services covered by this Contract are those services identified in the Scope of Work in Exhibit "A" attached hereto ("Work").
- B.** Contractor shall supply all labor and materials required to complete the work, except Tri-Dam shall provide tissue paper for restocking restrooms.
- C.** Contractor shall begin the work when given notice by Tri-Dam. Contractor shall diligently complete the work giving due consideration to safety of persons and property.

#### **2. TERM OF CONTRACT**

- A.** This Contract shall be effective the date last executed, and shall remain in effect for a period of one (1) calendar year.
- B.** By mutual consent between the parties, the Contract may be renewed for two (2) additional, successive, one-year terms by Tri-Dam providing Contractor with a "Notice of Intent to Renew" at least 60 days prior to the expiration of the then-current Term, and Contractor agreeing to the renewal in writing, no less than 30 days prior to expiration of the then-current Term.

#### **3. COMPENSATION AND CLAIMS FOR EXTRA WORK**

The compensation to be paid by District to Contractor shall be \_\_\_\_\_ per janitorial service site visit, and \_\_\_\_\_ per landscape maintenance service site visit, in accordance with Contractor's bid proposal attached hereto as Exhibit "B."

The Contractor shall be responsible for ascertaining the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by



the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to Tri-Dam. Except as expressly provided to the contrary in the Contract, the Contractor assumes all risk with respect to unforeseen difficulties which may be encountered in performance of the work.

Tri-Dam may authorize additional work on an as-needed basis, to be performed in accordance with Contractor's rate and fee schedule attached hereto as Exhibit "C."

#### 4. **INVOICING AND PAYMENT**

**Monthly Invoices** - Contractor shall submit to Tri-Dam on a monthly basis, an itemized invoice for all Work performed under this Contract. Tri-Dam shall remit payment in a timely manner, and in any event no later than thirty (30) days of receipt of invoice.

**Right of District to Withhold Payments** - In addition to all other rights and remedies of the Tri-Dam hereunder and by virtue of law, Tri-Dam may withhold or suspend monthly payment to such extent as may reasonably be necessary to protect Tri-Dam from loss on account of:

- (1) Failure to perform services as contracted, or inadequate performance; or
- (5) Damage or destruction of Tri-Dam property.

Whenever Tri-Dam shall withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the Contractor. After the Contractor has corrected the enumerated deficiencies Tri-Dam shall promptly pay to the Contractor the amount so withheld.

#### 5. **NOTICES**

Any notices or other communications to be given pursuant to this Contract shall be given by delivering the same in writing to the parties at the addresses set forth below:

**“DISTRICT”**

Tri-Dam Project  
P.O. Box 1158  
Pinecrest, California 95374  
Attn: Susan Larson, License Compliance  
Phone: (209) 785-3838  
Fax: (209) 965-4235  
E-mail: [slarson@tridamproject.com](mailto:slarson@tridamproject.com)

**“CONTRACTOR”**

Phone:  
E-Mail:

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice, notice by facsimile, or notice by e-mail, provided, however, that notice by

facsimile or e-mail shall be followed by notice deposited into the United States mail as discussed above.

## **6. INDEPENDENT CONTRACTOR**

**A.** It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor shall not be entitled to any benefits payable to employees of Tri-Dam. Tri-Dam is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract; and as an independent contractor, Contractor hereby indemnifies and holds Tri-Dam harmless from any and all claims that may be made against Tri-Dam based upon any contention by any third party that an employer-employee relationship exists by reason of this

**B.** It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of Tri-Dam as to the designation of tasks to be performed, and the results to be accomplished but not the means, methods or sequence used by Contractor for accomplishing the results.

**C.** If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be in accordance with applicable Federal and State Law.

**D.** It is further understood and agreed that as an independent contractor and not an employee or agent of Tri-Dam, neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of Tri-Dam in any capacity whatsoever as agent, or to bind Tri-Dam to any obligation whatsoever.

**E.** It is further understood and agreed that Contractor must issue W-2 Forms or other suitable tax forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this Contract.

## **7. INDEMNIFICATION**

Contractor, by execution of this Contract, specifically agrees to hold harmless, defend and indemnify Tri-Dam, its directors, officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense including reasonable attorney's fees caused or alleged to be caused by any negligent or willful act or omission of Contractor, Contractor's employees or subcontractors engaged by Contractor in connection with the work of Contractor.

**8. INSURANCE**

**A. Liability Insurance:**

During the performance of the work under this Contract, Contractor and each subcontractor retained by Contractor shall maintain the following insurance:

1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Tri-Dam shall be named as an additionally insured on the General Liability policy. Contractor shall, furnish Tri-Dam a certificate for the liability insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Tri-Dam. All subcontractors shall be required to include Tri-Dam and Contractor as additional insureds on their General Liability insurance policies, and shall be required to indemnify Tri-Dam and Contractor to the same extent.

**B. Workers Compensation Insurance:**

In accordance with the provisions of Section 3700 of the California Labor Code, Contractor shall secure the payment of compensation to its employees. Contractor prior to commencing work shall sign and file with the Tri-Dam a certification as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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." Said certification is attached hereto as Exhibit "D."

**9. DOCUMENTATION TO BE FURNISHED BY CONTRACTOR**

Prior to the start of construction, Contractor shall furnish Tri-Dam with the following documents:

- A. Workers Compensation Insurance Certificate in form acceptable to Tri-Dam.
- B. Certificate of Liability Insurance naming Tri-Dam as additional insured meeting the requirements below.

**10. COMPLIANCE WITH LAWS - PERMITS - TAXES**

The Contractor is an independent contractor and shall, at its sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for Social Security and Unemployment which are measured by wages, salaries or any remuneration paid to

the Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations.

The Contractor, upon request, shall furnish evidence satisfactory to Tri-Dam that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to Tri-Dam that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, and will have, throughout the progress of the work, the necessary experience, skill, and financial resources to enable it to perform this Contract.

## **11. COMPLIANCE WITH LABOR CODE AND OTHER LAWS**

**A.** Pursuant to Labor Code section 1773.2, Contractor agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, a copy of which is available at the District Office.

**B.** The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages

**C.** Except for projects qualifying for the “small project exemption” under Labor Code section 1725.5(d), no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**D.** This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement), and are responsible for compliance with Labor Code section 1776 relating to the maintenance of certified copies if payroll records, their certification, and availability for inspection.

**E.** The provisions of Labor Code §§1777.5 and 1777.6 shall apply to the employment of apprentices by Contractor or any subcontractor under him or her.

**F.** All provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, shall be adhered to.

**G.** Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

**12. SAFETY**

The Contractor shall be solely and completely responsible for the safety of all personnel and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, County and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.

**12. WORKERS**

Only qualified, careful and efficient workers shall be employed. When required in writing by Tri-Dam, the Contractor or any subcontractor shall remove from performance of the Work any person who is, in the opinion of Tri-Dam, incompetent, untrustworthy, disorderly, or otherwise unsatisfactory, and shall not again employ such person on the work except with the consent of Tri-Dam. Such removal shall not be the basis for any claim for compensation or damages against Tri-Dam, or any of its officers or agents

**13. PROTECTION OF DISTRICT FACILITIES**

Contractor shall repair any damage to Tri-Dam's facilities caused by Contractor at its own expense. District reserves the right to withhold payment to Contractor for damages to Tri-Dam property caused by Contractor, as set forth in Section 4, above.

**14. GOOD AND WORKMANLIKE SERVICES**

Contractor shall perform the work in a good and workmanlike manner.

**15. AMENDMENTS**

Modifications or amendments to the terms of this Contract shall be in writing and executed by both parties.

**16. ASSIGNMENT**

Contractor shall not assign or transfer its duties, responsibilities or interests pursuant to this Contract without the express written consent of Tri-Dam.

**17. GOVERNING LAW**

This Contract shall be governed by the laws of the State of California.

**18. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between Tri-Dam and Contractor concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the day and year last written below.

**“DISTRICT”**

**“CONTRACTOR”**

TRI-DAM PROJECT

By: \_\_\_\_\_  
Tri-Dam, General Manager

By: \_\_\_\_\_  
[Name, Title]

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

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

EXHIBIT B  
SCOPE OF WORK

EXHIBIT C  
CONTRACTOR'S RATE AND FEE SCHEDULE



EXHIBIT D  
WORKERS COMPENSATION CERTIFICATION

Labor Code section 3700 provides, in pertinent part:

“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 by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. .”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

“CONTRACTOR”

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

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

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