

**CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS**



For

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCAA") OVER \$60,000 AND UP TO \$200,000



or

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into this 7th day of April, 2022 ("Contract"), by and between Gachina Landscape Management ("Contractor") and **Alameda Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

- Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of one hundred sixty-one thousand, nine hundred, forty-four and zero cents Dollars (\$ 161,944.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

**SCOPE OF WORK:** Various Sites: Alameda High School, Encinal High School, Lincoln Middle School, Thompson Field, Wood Middle School  
See Exhibit "A" for Scope, Exhibit "B" for Site Maps, Exhibit "C" for Pricing Breakdown

- Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
- Site.** Contractor shall perform the Work at Various Sites, 2060 Challenger Drive, Alameda CA 94501 ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
- Contract Time & Liquidated Damages.** Work to be completed by Friday, April 7, 2023. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of N/A Dollars (\$ N/A) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
- Bonds & Insurance.**
  - Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.  
☐ CONTRACT PRICE IS **LESS THAN \$25,000**, THIS IS NOT A REQUIREMENT  
☒ CONTRACT PRICE IS **MORE THAN \$25,000**, THIS IS A REQUIREMENT (Sod Work Projects ONLY)  
☒ PER SCOPE OF WORK, THIS IS NOT A REQUIREMENT
  - Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability</b> , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto</b> , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers' Liability</b>	\$1,000,000
<b>Builder's Risk (Course of Construction)</b>	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by Staff of the Maintenance (MOF) Department of the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Drug-Free Workplace Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Roofing Contract Financial Interest Certification
<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Non-collusion Declaration	<input type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Exhibit A ("Scope of Work")
<input checked="" type="checkbox"/> Criminal Background Investigation Certification	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification	<input type="checkbox"/> Work Specifications
<input checked="" type="checkbox"/> Smoke-Free Certification	<input checked="" type="checkbox"/> [Other] <u>Exhibits B &amp; C</u>
	<input type="checkbox"/> Submittal(s) _____

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

**Alameda Unified District**

**2060 Challenger Drive**

**Alameda, CA 94501**

**Attn:**

☐ **Robbie Lyng, Sr. Director of Construction**

☒ **Monty Patterson, Director of Maintenance,  
Operations & Facilities**

**Telephone: 510-337-7090**

**Contractor:** \_\_\_\_\_

Gachina Landscape Management

1130 O'Brien Drive, Menlo Park CA 94025

Telephone: 650-313-6161

ATTN: Adan Leon - Branch Manager

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

**Alameda Unified School District**Contract #: 2170Signature: Monty PattersonPrint Name: Monty PattersonPrint Title: Director of Maintenance, Operations & FacilitiesDated: 03/30/2022, 20\_\_Signature: Shariq Khan (Mar 30, 2022 15:21 PDT)Print Name: Shariq KhanPrint Title: Assistant Superintendent of Business ServicesDated: 03/30/2022, 20\_\_**Contractor**Dated: 3/12/2022, 20\_\_Signature: BD64DFA36F12409...Print Name: H. Jaclyn Ishimaru-GachinaPrint Title: CEO/PresidentCompany Name: Gachina Landscape ManagementCompany Address: 1130 O'Brien DriveCity, State, ZIP: Menlo Park, CA 94025Phone Number: 650-853-0400Email: hjigachina@gachina.comFederal Employer ID Number: 94-3235914CSLB License Number: 473815PWC Registration Number: 1000018085PWC-100 #: 1000018085Budget Code: 01-8150-0-0000-8200-5800-077-77-3033**Information regarding Contractor:****Type of Business Entity:**

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☐ Corporation  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

Employer Identification and/or Social Security Number: \_\_\_\_\_

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**TERMS AND CONDITIONS TO CONTRACT**

**1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

**2. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

**3. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

**4. SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

**5. TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

**6. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving

on school grounds, particularly when children are present.

**7. CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

**8. TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**9. EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall

proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**10. LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

**11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

**12. DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

**13. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

**14. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

**15. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

**16. CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

**17. ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

**18. PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

**19. ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

**20. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and

conditions of this Contract.

**21. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

**22. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

**23. INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**24. PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

**25. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

**26. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**27. ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**28. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

**29. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**30. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs,

procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**31. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**32. DISPUTES/CLAIMS:** Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

- (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
- (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
- (3) Payment of an amount that is disputed by the District.

- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.

- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit.” The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

▪ **Subcontractor Claims.** Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor’s claim to the District, Contractor shall provide a copy of the Subcontractor’s written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor’s receipt of the request. In the event the Contractor agrees to submit a Subcontractor’s claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor’s written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor’s signature: “I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit.”

▪ **District Review of Claim.** Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The

District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District’s failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant’s responsibility or qualifications.

▪ **Meet and Confer Meeting.** If the Contractor disputes the District’s written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District’s written response or, if the District fails to respond, within fifteen (15) days after the District’s response was due, may demand, in a writing sent to the District’s Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District’s Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor’s written demand.

▪ **Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

▪ Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute.

▪ Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

**33. LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

**34. PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

**35. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of

this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**36. ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

**37. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

**38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**39. BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

**40. DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

**41. INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

**42. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.



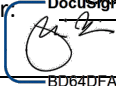
**PREVAILING WAGE CERTIFICATION**

PROJECT NO.: 2170 between **Alameda Unified School District** (the “District” or the “Owner”) and \_\_\_\_\_  
Gachina Landscape Management (the “Contractor” or the “Bidder”) \_\_\_\_\_, (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: 3/12/2022

Proper Name of Contractor: Gachina Landscape Management

Signature:  \_\_\_\_\_  
DocuSigned by: BD64DFA36F12409...

Print Name: H. Jaclyn Ishimaru-Gachina

Title: CEO/President

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT NO.: 2170 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Gachina Landscape Management (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

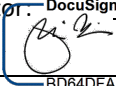
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

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

Date: 3/12/2022

Proper Name of Contractor: Gachina Landscape Management

Signature:  \_\_\_\_\_  
DocuSigned by: BD64DFA36F12409...

Print Name: H. Jaclyn Ishimaru-Gachina

Title: CEO/President

(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 this Contract.)

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

PROJECT NO.: 2170 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Gachina Landscape Management (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project:

- ☒ The Contractor has complied with the fingerprinting requirements of Education Code sections 45125.1/45125.2 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

**Waiver of Fingerprint Requirement.** Contractor is not required to comply because (check which applies):

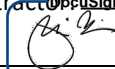
- ☐ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.
- ☐ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, AND CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.
- ☐ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, CONTRACTOR'S employees shall have more than limited contact with students, BUT one of the following shall occur:
- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 3/12/2022

Proper Name of Contractor: Gachina Landscape Management

Signature:  \_\_\_\_\_  
 BD64DFA36F12409...

Print Name: H. Jaclyn Ishimaru-Gachina

Title: CEO/President

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

PROJECT NO.: 2170 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Gachina Landscape Management (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

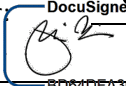
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 3/12/2022

Proper Name of Contractor: Gachina Landscape Management

Signature:  \_\_\_\_\_  
DocuSigned by: BD64DFA36F12409...

Print Name: H. Jaclyn Ishimaru-Gachina

Title: CEO/President

**SMOKE-FREE ENVIRONMENT CERTIFICATION**

PROJECT NO.: 2170 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Gachina Landscape Management (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

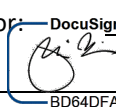
This Smoke-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 3/12/2022

Proper Name of Contractor: Gachina Landscape Management

Signature:  \_\_\_\_\_  
DocuSigned by: BD64DFA36F12409...

Print Name: H. Jaclyn Ishimaru-Gachina

Title: CEO/President

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT NO.: 2170 between **Alameda Unified School District** (the "District" or the "Owner") and \_\_\_\_\_  
Gachina Landscape Management (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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 or grant for the procurement of any property or service 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 or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

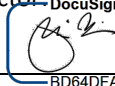
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that 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 District 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 termination, suspension of payments, 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.

Date: 3/12/2022

Proper Name of Contractor: Gachina Landscape Management

Signature:  \_\_\_\_\_  
 BD64DFA36F12409...

Print Name: H. Jaclyn Ishimaru-Gachina

Title: CEO/President

**LEAD-PRODUCT(S) CERTIFICATION**

PROJECT NO.: 2170 between **Alameda Unified School District** (the "District" or the "Owner") and Gachina Landscape Management (the "Contractor" or the "Bidder") \_\_\_\_\_, (the "Contract" or the "Project").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

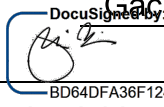
If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

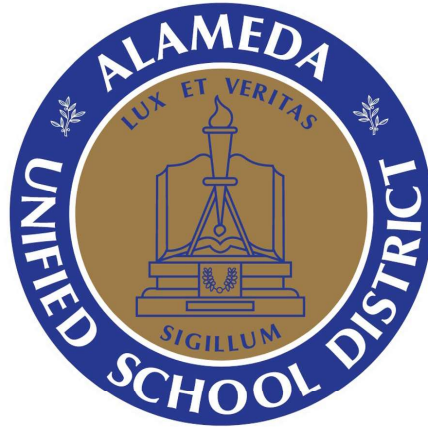
Date: 3/12/2022

Proper Name of Contractor: Gachina Landscape Management

Signature:  \_\_\_\_\_  
DocuSigned by: BD64DFA36F12409...

Print Name: H. Jaclyn Ishimaru-Gachina

Title: CEO/President



**CONTRACT #2170, dated 2/25/2022**

**EXHIBIT A  
SCOPE OF WORK**

**\*\*\*\*\***

**SPORTS FIELD MAINTENANCE SERVICES**

**VARIOUS SCHOOL SITES**

ENCINAL HIGH SCHOOL

ALAMEDA HIGH SCHOOL

THOMPSON FIELD

LINCOLN MIDDLE SCHOOL

WOOD MIDDLE SCHOOL



## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

**A. GENERAL****A.1 SCOPE OF WORK**

Contractor shall provide all labor, materials, equipment and supervision to meet all specifications for all of the areas within the perimeter of Alameda Unified School District's (AUSD) various sports fields located in Alameda, California.

<b>Facility/Site</b>	<b>Address</b>
Encinal HS Football Field	210 Central Ave
Encinal HS Softball/Baseball Field	210 Central Ave
Alameda HS Softball/Baseball Field	2200 Central Ave
Alameda HS Football Field @ Thompson Field	1851 Walnut St
Lincoln Middle School Athletic Field	1250 Fernside Blvd
Wood Middle School Athletic Field	420 Grand Street

Table 1.1; List of AUSD Facilities

The above-listed areas are indicated on the drawings attached here as Technical Exhibits. Unless otherwise specified in this Performance Work Statement, all paragraphs apply to all assigned school sites.

**A.2 AREAS**

Areas under this contract include, but are not limited to, all lawn areas, sports turf, in-fields, running tracks, and other cultivated areas. Contractor shall clean up all debris caused by Contractor. Contractor shall also remove all leaves and debris, which are not caused by Contractor, from sport turf, in-fields, culvert entries and exits and storm drain grates on sports fields. Complete removal shall be accomplished in a way that will not cause damage to people, buildings or vehicles.

**A.3 SITE DESCRIPTIONS**

The contractor shall provide itemized pricing for services performed monthly at each site location and any unit cost items provided herein below.

**A.3.1 ENCINAL HIGH SCHOOL (EHS)**

The sports field consist of approximately 4.7 acres of multi-purpose sport open field area, baseball/softball fields, running tracks and other field areas for various high school physical education and school sports activities. Site plan of EHS is given in Technical Exhibit #1.

Regular maintenance, grooming, and detailing of all fields to include;

- Remove weeds from Baseball/Soft Ball infields, backstops, dugouts, bullpens, goal posts long jumps and other field elements regularly as needed
- Trim and mechanically edge grass to infield to ensure a smooth transition to maintain precise, clean, straight lines at Baseball/Softball Pitcher mound, infield and outfield,

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

outfield and warning track, bullpens and Multipurpose field and running track and other field elements as needed.

**A.3.2 ALAMEDA HIGH SCHOOL (AHS)**

The sports field consists of approximately 1.6 acres of baseball/softball fields and other field areas for various high school physical education and school sports activities. It also includes, bleachers and other miscellaneous structures and lawn areas outside the scope of this PWS. Site plan of AHS is given in Technical Exhibit #2.

Regular maintenance, grooming, and detailing of both Baseball/Softball infields to include;

- Remove weeds from infields regularly as needed
- Mechanically edge grass to infield to ensure a smooth transition and maintain a precise, clean, straight line.

**A.3.3 AHS - THOMPSON FIELD**

The sports field consists of approximately 2.3 acres of multi-sport open field area, running tracks and other field areas for various high school physical education and school sports activities. It also includes, locker rooms, offices, restrooms, bleachers and other miscellaneous outbuildings and lawn areas outside the scope of this PWS. Site plan of THOMPSON FIELD is given in Technical Exhibit #3.

Regular maintenance, grooming, and detailing of both multipurpose and practice fields to include;

- Remove weeds from perimeter fencing regularly as needed
- Mechanically edge grass between field and running track and where turf meet concrete walkways to ensure a smooth transition and maintain a precise, clean, straight line.

**A.3.4 LINCOLN MIDDLE SCHOOL (LMS)**

The sports field consists of approximately 2.9 acres of baseball/softball fields and other field areas for various middle school physical education and school sports activities. Site plan of LMS is given in Technical Exhibit #4.

Regular maintenance, grooming, and detailing of the field to include;

- Remove weeds from backstops, fencing and perimeter wall regularly as needed
- Mechanically edge grass between field and blacktop to ensure a smooth transition to maintain precise, clean, straight line.

**A.3.5 WOOD MIDDLE SCHOOL (WMS)**

The sports field located consists of approximately 1.3 acres of multiple use sports field and running track areas for various middle school physical education and school sports activities.

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

It also includes other miscellaneous lawn areas outside the scope of this PWS. Site plan of LMS is given in Technical Exhibit #5.

Regular maintenance, grooming, and detailing of the field to include;

- Remove weeds from backstops, fencing and perimeter wall regularly as needed
- Mechanically edge grass between field and running track to ensure a smooth transition to maintain precise, clean, straight line.

**A.4 SOD REPLACEMENTS**

On a yearly basis a certain amount of sod will need to be replaced at the AUSD Sports Fields. Based on historical data from past projects over the last five years, the amount of sod replacement per field as noted herein is fairly consistent and shall be the basis for the bidder's quote.

Site	Assumed SF
Encinal HS Fields	12,000
Alameda HS Field	2,000
Thompson Field	15,000
Lincoln Middle School	1,000
Wood Middle School	1,000

Bidder shall include as part of its proposal a unit cost price for sod replacement should additional square footage be needed or requested. The all-in unit cost shall remain in effect for the term of the contract.

**B. SCHEDULING**

No work using mechanical or gas-powered, noise-generating machinery/equipment shall commence prior to 7:00 AM as required by the City of Alameda Ordinance.

All mowing, edging, blowing and clean-up must be completed by no later than 9:30 AM at each site location. As such all work at each site must be completed in 2 hours maximum.

Contractor shall make note of this requirement in their proposal and confirm that they can perform the necessary work in the time noted herein. All reoccurring landscape maintenance work shall be performed on Wednesday and Friday mornings in accordance to the technical exhibits included herein. Any deviation from these days shall be agreed upon by the AUSD Program Manager.

**C. PERSONNEL REQUIREMENTS AND QUALIFICATIONS**

The Contractor shall submit to the AUSD, a roster of employees, which shall include each employee's full name and telephone number and position description to AUSD for approval within fifteen (15) calendar days after award. (See Deliverables Para. M)

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

**C.1.1 IDENTIFICATION AND UNIFORMS**

The Contractor's employees' attire shall be as neat and clean as practical while performing their duties. The Contractor shall require all employees to wear distinctive uniform clothing for ready identification. All employees shall wear uniforms consisting of shirts and trousers/slacks or coveralls. The uniform shall have the Contractor's name in sufficient size to be read at a distance of approximately ten (10) feet, affixed thereon in a permanent manner.

**C.1.2 VEHICLE SIGNAGE**

Contractor vehicles shall have signage for identification. A current California driver's license will be required for all personnel who operate any vehicular equipment, including golf carts and other vehicles of that nature, within the boundaries of AUSD Facilities.

**C.1.3 SITE FOREMAN**

The Site Foreman shall conduct overall management coordination and shall be the central point of contact with the Government for performance of all work under this contract. The Site Foreman must be authorized to receive any notices of deficiency in contract performance. These notices may include, but are not limited to, the following: non-performance of work, deficiencies in work performed, and notices of proposed payment deductions for any deficiencies. The Site Foreman, or alternate, shall be available within two (2) hours during normal duty hours to meet on the installation with the AUSD Program Manager to discuss problem areas. The Contractor shall submit the names, addresses, and phone numbers of site foreman and assistant site foreman to AUSD for approval within fifteen (15) calendar days after award. (See Deliverables Para. M)

**D. TURF MAINTENANCE**

All turf grass shall be maintained on a weekly basis during all of the various sports seasons. Landscape Maintenance in accordance with Appendix I; Maintenance Frequency Schedule and Appendix II; Site Maps included herein.

**D.1 MOWING AND TRIMMING**

The work covered by this section of the specification consists of performing all operations in connection with lawn mowing, trimming, edging, debris removal, and removal of weeds growing in all paved areas and fences. All edging and trimming shall be completed to coincide with lawn mowing operations.

**D.1.1 MOWING**

When grass is dry and standing, grass shall be mowed to a minimum of two (2) inches and a maximum of three (3) inches. This variation is required to allow the grass areas to reach a maximum of three (3) inches in height during the summer months, gradually decreasing to a height of two (2) inches during the winter months. The cutting shall be even, without ridges, free of scalped spots, and neat in appearance. If more than one mower is used on any lawn

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

during the same mowing cycle, the mowers shall be so designed, adjusted, and operated, that no noticeable difference between mowing patterns will be evident. Riding mowers shall not be permitted in areas with soft ground, where tire tracks or indentations could be made, or in areas where the ground is not level. Each successive mowing shall be at approximate right angles to the previous mowing. All grass clippings and debris shall be collected and removed immediately after mowing and disposed offsite in accordance with Para. A.7.

Notify the AUSD Program Manager if conditions are present that preclude the contractor's ability to mow and meeting the planned schedule or maintain mowing standards.

**D.1.2 TRIMMING**

Trimming is the horizontal cutting of all grass and/or weeds to not more than one and one-half (1-1/2) inches high along walls, curbs, sidewalks, fences, guy wires or poles, or any other object in, or adjacent to, the turf areas. All permanently installed sprinkler heads shall be visible after trimming is completed. Trimming does not allow the use of an herbicide or any other method designed to kill the grass, plants, or vegetation. Trimming or scalping of lawn edges to exposed dirt is not permitted. Immediately after trimming, all cuttings and debris shall be removed and disposed of in accordance with Para. A.7.

**D.1.3 EDGING**

Edging is the vertical cutting along all lawn edges adjoining sidewalks, curbs, walls, and/or running tracks. All edging shall follow the contours of the adjoining structure and produce a clean straight edge. Edging shall not infringe into the lawn area any further than one (1) inch from the structure. Immediately after edging, all cuttings and debris shall be removed and disposed of in accordance with Para. A.7.

**D.2 FERTILIZING**

Contractor shall apply a complete balanced slow release turf fertilizer four times per year to promote healthy growth and an attractive, rich green appearance. Prior to application, contractor shall provide type and quantity to be applied.

Any changes to chemicals used, as well as an updated SDS, shall be submitted to AUSD approval five (5) calendar days prior to use

**D.3 AERATING**

Turf aeration consists of removing soil plugs to a depth of 1-1/2" –2" over the entire field area. Deep tine aeration shall be provided four times per year, once prior to the start of spring (typically in late March/early April), and once prior to the start of the fall (typically the first week in September). Additional deep tine aerations shall be performed twice per year approximately midway through each season as identified above for a total of four aerations per year.

**D.4 WEED AND PEST CONTROL**

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

Contractor shall effectively control broadleaf weeds with selective herbicides, which are in compliance with all City, County, State, and Federal Agencies, as well as the California Healthy Schools Act (HSA). AUSD Program Manager shall be properly notified of all applications of approved herbicides prior to their broadcast.

Any pest abatement shall be discussed and approved prior to commencement of any such work with AUSD Program Manager and full endorsement by the AUSD.

**D.5 DEBRIS**

All trimmings and debris shall be collected immediately after performing a task and disposed of on the same day as collected. This only applies to work areas and adjacent areas shown on the Technical Exhibits, Site Boundaries. The contractor shall remove all collected debris from the work site and properly dispose of in accordance with local and state regulations.

**D.6 SOD REPLACEMENTS**

As noted above (Para. A.4), this project involves periodic removal/replacement of existing worn turf. The renovation work includes all supervision, labor, materials, disposal, rough and fine grading, installation of new sod and clean up.

Sod replacement work shall include, but not limited to, the following;

1. Cut and remove existing sod to sized dimensions as per plan that will be provided to the contractor by the AUSD PM prior to commencement of work. Rototill to a depth of 4". Incorporate existing soil with nitrolized redwood sawdust or prior approved amendment. Install imported Turf Blend soil (available from American Soil & Stone) as required to eliminate low spots. Rake newly rototilled soil free of roots and rocks. Roll smooth grades to a continuously flat surface without undulations. Apply approved fertilizer at recommended rate.
2. Install big roll sod within ten hours of cutting by supplier. (Do not install dried sections of sod) Sod shall be 90% Rye plus 10% Bluegrass blend or approved sod blend. Sod shall not have any back-netting. Joints shall be tight and flush with adjacent sod roll and where sod abuts existing turf to remain.
3. If needed, install 4" Green-stake biodegradable sod stakes at newly installed sod perimeter to ensure new sod stays in place and to minimize shrinkage and end-curling. Ensure sod is placed flush with adjacent grades. Roll sod with roller to press the sod into the ground. Stagger the end joints of the sod such that not two joints align. Secure all freshly sodded areas with a complete perimeter of caution tape and field closure signs
4. Top seed and overdress existing sod perimeters to ensure even surface and no gaps.
5. Provide 30-day establishment period to ensure a well-established sod installation.

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

6. Hand water/deep soak sod immediately after installation. Contractor shall make the necessary adjustments to the irrigation controllers to add additional watering cycles and/or increase watering times during the establishment period.
7. Contractor's Project Manager shall visit the site regularly during delivery of sod, installation and establishment period on a weekly basis to monitor progress.

**E. IRRIGATION**

The work covered by this section of the specification consists of performing all operations in connection with watering and the maintenance of AUSD-owned sprinkler systems.

**E.1 IRRIGATION SYSTEM DOCUMENTATION DEVELOPMENT**

As part of an effective Integrated Turf Management program it is important that an effective irrigation management program be maintained on an ongoing, and consistent basis. To that end it is important that the irrigation systems and components be maintained and periodically updated as required.

Contractor shall clearly note in their proposal how they proposed to develop and maintain site record documentation/drawings reflecting existing conditions and any modifications or improvements that are made to the system.

As noted in this proposal, development and maintenance of a regular site irrigation system documentation program shall be noted **priced separately** in the Bidder's proposal.

**E.1.1 SYSTEM COMPONENT MAPS**

Develop, update and maintain an irrigation system component maps for all areas listed in Table 1.1. The Contractor shall submit a complete System Component Maps for all sites to the AUSD Program Manager for approval within thirty (30) calendar days after award (See Deliverables Para. M).

Irrigation system maps shall include the following;

- Accurate locations of all components (EBMUD Meters, rotors, sprinklers, remote valves, BFP, MCV, meters, isolation valves, controllers, etc.)
- Each zone shall be identified and shall show a boundary line of that particular zone.
- Each zone shall be color-coded on the map.
- Each rotor/sprinkler within a particular zone shall be identified with a unique number; i.e., Zone 1-01 where the first number designates the Zone number and the second number designates the rotor number within that zone.

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

**E.1.2 SYSTEM EQUIPMENT LISTS**

In addition, all irrigation system components and existing conditions shall be surveyed and their specific attributes recorded on an Excel spreadsheet or similar. The Contractor shall submit a complete System Equipment List for all sites to the AUSD Program Manager for approval within thirty (30) calendar days after award (See Deliverables Para. M).

- Make, model number, serial number, operating pressure, etc. for all irrigation system components
- Static Pressure readings (PSI) at EBMUD meter(s)
- Dynamic pressure readings (PSI) at remote control valves
- Using a Pitot Tube and pressure gauge, document the pressure (PSI) of every sprinkler head on the system

**E.2 SPECIAL NOTES AND CLARIFICATIONS**

No CAD drawings exist for the sites noted herein, limited layout information will be provided prior to start of work

Upon any updates of the irrigation system mapping and component inventory, Contractor shall provide the AUSD Program Manager access to the program of the as-built irrigation system maps and components inventory lists containing all component attribute data.

**E.3 IRRIGATION SYSTEM MANAGEMENT**

AUSD is committed to conserving water and ensuring that irrigation of our sports fields is done effectively and efficiently maintain safe, quality playing surfaces for its students and outside user groups. As such AUSD wishes to implement selective Landscape Irrigation Best Management Practices (BMP) as outlined in the latest edition of the Irrigation Association & American Society of Irrigation Consultants. The effective irrigation of the AUSD sports fields is both critical and at the same time challenging, to ensure a healthy and vigorous turf and maximum sports field playability.

Effective irrigation management is defined as irrigation application that is within five percent (5%), plus or minus, of the real-time evapotranspiration (ET) rate budget. The real-time evapotranspiration rate budget is defined as California Irrigation Management Information System (CIMIS) spatial data determined for Alameda, CA, 94501.

The primary purpose of the irrigation system is to deliver supplemental water to the AUSD sports fields when rainfall is not sufficient to meet the turf water needs while also maintaining a quality, safe playing surface to meet the needs of the various AUSD sports programs all without exceeding their maximum applied water allowances (MAWA).

**E.4 SYSTEM CHECK-OUT**



## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

The Contractor shall keep permanently installed systems and components in good physical and operational condition, and shall report in writing to AUSD, any malfunction of valves, timers, distribution mains and/or damage to sprinkler heads, systems, etc. Setting, adjusting, and servicing the electrical timer clocks for automatic irrigation systems shall be the Contractor's responsibility.

The Contractor shall arrange for an on-site meeting with the AUSD Program Director to review all maintenance expectations for the site. Prior to commencement of any maintenance work, Contractor shall fully familiarize themselves with each of the school site and all of its unique requirements.

At the start of the contract period, Contractor shall perform a complete inspection and functional check-out of the existing irrigation system and confirm its functionality. Any defects or deficiencies shall be immediately reported to the AUSD Program Manager. No repair work, if required, shall be performed without first receiving approval from the AUSD Program Manager. All changes to the irrigation schedule shall be communicated to the AUSD Program Manager for approval prior to making any changes. Contractor shall coordinate watering schedules for each site with the AUSD Program Director. The watering schedules can vary from site to site and also depending on the school sports playing seasons.

The irrigation system shall be checked to ensure proper functionality at the frequencies noted in the Maintenance Frequency Schedule in Appendix I in this specification. Contractor shall forward copies of all irrigation system check to the AUSD Program Manager noting any problem requiring immediate attention. The Contractor shall submit a complete System Inspection, Adjustment and Repairs Report to the AUSD Program Manager for approval within fifteen (15) calendar days after award and quarterly per Appendix I; Maintenance Frequency Schedule. (See Deliverables Para. M)

Any irrigation system parts that are malfunctioning and/or damaged not associated with Contractor's routine maintenance operations, shall be replaced or repaired at the direction of the AUSD Program Director and under separate written authorization as additional work.

**E.5 WATER BUDGETS**

Water budgets allow the Contractor's Water Manager to anticipate the amount of water required. The total landscape water requirement shall be based on summing the water requirement for each irrigation zone using reference evapotranspiration data (CIMIS Union City) and adjusted for real-time weather conditions (CIMIS spatial data for Alameda), and appropriate plant factors and site rainfall. The Water Manager shall utilize meter readings to compare the amount of water applied based on the irrigation scheduling to the calculated water requirements. Adjustments shall be made to the schedules to keep applications within the MAWA. Measured water usage (from meter readings) shall be compared to both the landscape water requirement schedule and the MAWA in accordance with Appendix I; Maintenance Frequency Schedule. Variations in use that are greater or less than five-percent (5.0 %) of the MAWA shall be immediately brought to the attention of the AUSD Program Director

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

**E.6 WATER CALCULATIONS**

The sports fields' water requirements shall be determined by summing the water requirement for each Hydrozone on each field using the Irrigation Association's BMP formula(s).

**TERMS**

- LWR = Landscape Water Requirement; expressed in gallons
- $WR_h$  = Hydrozone Water Requirement; with a zone designator, expressed in gallons
- $ET_o$  = Evapotranspiration for the time period, expressed in inches [CIMIS data]
- $K_c$  = Turfgrass Factor coefficients for the Hydrozone; expressed as a ratio
- $R_e$  = Rainfall that is effective within a root zone, expressed in inches
- LA = Landscape Area; expressed in SF
- IE = Irrigation efficiency (the expected efficiency that reflects management skill for scheduling, sprinkler performance and maintenance)
- 0.623 = Cubic Feet to Gallons conversion factor

**FORMULAS***Total Landscape Water Requirement (Gallons)*

Where:

$$LWR = WR_{h1} + WR_{h2} + WR_{h3} + etc...$$

*Hydrozone Water Requirement (Gallons)*

Where:

$$WR_h = \frac{(ET_o \times K_c) - R_e \times LA \times .623}{IE}$$

Using water meter readings, determine if the irrigation schedule is applying the correct amount of water by comparing water usage with the amount calculated by the above equation. The Contractor shall submit Irrigation System Readings for all sites to the AUSD Program Manager for approval within thirty (30) calendar days after award and monthly within five (5) days following each new month of service. (See Deliverables Para. M)

All changes to the irrigation schedule shall be communicated to the AUSD Program Manager for approval prior to making any changes.

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

**E.7 RUNTIME PROGRAMS**

Schedules determine monthly and yearly water requirements. Irrigation runtime programs determine the required zone runtimes based on the Hydrozone unique parameters, including soil infiltration rates, current weather data, and the restrictions of sports activities and subsequent limited water windows.

Contractor shall create irrigation controller runtime programs that maximize application, but do not exceed the weekly MAWA, based on real time  $ET_o$ .

Irrigation programs shall be coordinated with the school sports playing season activities and in no case shall any irrigation take place later than 5:00 am Monday thru Saturday or before 8:00 pm on Sundays.

**F. INSURANCES AND LICENSES**

Contractor shall hold a current California Contractor's License, C-27 suitable for maintenance, construction, and design of landscape as well as any other required City of Alameda licenses. Contractor shall agree to provide worker's compensation, unemployment insurance, and any other insurance required by local, state, or Federal law. Contractor shall ensure that all insurance coverage complies with the applicable section(s) of the AUSD Landscape Maintenance Contract.

In addition, Contractor shall maintain an active Pest Control Operator's and Herbicide Applicator license. The Contractor shall California Pest control Applicators Licenses within fifteen (15) calendar days after award and updated as needed (See Deliverables Para. M).

**G. BILLING**

Invoices for monthly landscape maintenance shall be for work performed the prior month issued on the first day of each consecutive month with all invoices due Net 30.

Contractor shall submit all invoices for approval via email in PDF file format. Invoices for monthly maintenance work shall be submitted separately for each site should the Contractor maintain more than one site. Rehabilitation, renovation or construction work shall be invoiced separately for each site and separate from any ongoing monthly maintenance work.

**H. CONTRACT TERM**

The term of this service contract shall be for a one (1) year from date of execution by both parties. It may be terminated by either party upon thirty (30) days written notice. It is expected that the effective contract/service start date is February 1, 2022. All rates and monthly maintenance fee shall remain in effect for the entire term of the contract and shall not be subject to any rate change. At the end of the contract period, service may continue on a month-to-month basis until a renewal contract extension is successfully implemented upon mutual acceptance by both parties. Both parties agree to successfully execute a contract extension within 15 days of expiration date of previous contract

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

**I. FEE**

Contractor shall provide an all-inclusive, full burdened monthly fee that shall remain in effect for the entire year and is not subject to rate change to cover all maintenance requirements as noted herein.

Contractor shall provide with its bid, a current rate sheet by employee classification indicating a fully burdened bill rate.

Contractor shall also provide unit cost pricing for sod replacement to remain in effect for the entire duration of the contract.

**J. SUPPLEMENTAL WORK**

From time to time it may be necessary that supplemental, remedial work be performed to restore the site to a safe playing condition. Any such work that is not identified as part of the Basic Scope of Services as outlined herein will be deemed as “supplemental work,” and as such, Contractor shall prepare a separate quotation with all supporting documentation describing the proposed work and its associated costs. Examples of “supplemental work” include, but are not limited to, the following:

- Extensive Repairs (exceeding \$1,000) or additions to the existing irrigation system
- Re-sodding of severely distressed or damaged areas in addition to the square footages as noted herein
- Specific and extensive Pest Control
- Supplemental hand- watering if weather conditions dictate
- Site-wide, extensive Top-dress & Over-seed
- Adding infield or warning track mix at baseball fields (Alameda HS and Encinal HS)
- Adding bricks or rebuilding pitcher’s mound and home plate areas

**K. CHANGE ORDERS**

Requests for additional work whatsoever shall only be considered when presented in writing by the Contractor’s Project Manager or Program Director to the AUSD Program Manager. No verbal requests will be accepted or authorized. No consideration for Contractor to authorize work independently will be accepted or authorized. If Contractor should decide to proceed without AUSD Program Manager express written approval, they do so at their own risk and cost.

**L. SPECIAL PARAGRAPHS**

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

**L.1 FACILITIES**

AUSD shall furnish no materials or labor, but will furnish, free of charge, water for irrigation purposes; however, the Contractor will be required to exercise good utility conservation practices. If excessive and careless use of utilities by the Contractor is evidenced, the KO may unilaterally establish use criteria and scheduling.

Electrical power shall be furnished by AUSD at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of work.

**L.2 SAFETY**

All work shall be conducted in a safe manner and shall comply with all applicable Federal, State, and local safety standards and requirements. AUSD reserves the right to inspect for compliance with safety standards and requirements. The Contractor shall employ a Safety Plan in compliance with all Federal and State laws, including OSHA.

**L.2.1 SAFETY PLANS**

The safety plan shall include, but is not limited to, required personal protection equipment; proper use of tools and equipment; ensuring the protection of property of both the Government and the Contractor; required safety meetings and training; and safety equipment in the workspace, such as eyewash stations and first aid kits, etc.

All landscape maintenance equipment shall be maintained and used in a safe and effective condition, including safety shielding and protective equipment. The Contractor shall conform to all manufacturers' safety precautions. Operator eye and hearing protection shall be provided by the Contractor and shall be worn at all times during operations of mowers, mechanical lawn edger, trimmers, and other power equipment, and at other times deemed necessary by AUSD.

**L.2.2 REPORTING**

The Contractor shall report all incidents or accidents resulting in death, trauma, illness, or occupational disease to AUSD. Dates, times, persons involved, exposure data, and description of accident shall be indicated in each typed report. All accidents on AUSD Site shall be reported within twenty-four (24) hours of their occurrence to the AUSD Program Manager.

**L.2.3 DAMAGE REPORTS**

The Contractor shall submit a full report of damage to government property, and/or equipment, caused by Contractor employees to the KO or his/her designated representative. Dates, times, persons involved, a description of damage, and the estimated cost of damage shall be indicated in each typed report. All damage reports shall be submitted within twenty-

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

four (24) hours of their occurrence. Reimbursement shall be made to the Government for damage that results from Contractor negligence.

**L.3 SUBMISSION OF SAMPLES AND CERTIFICATES****L.3.1 SAFETY DATA SHEETS (SDS)**

Safety Data Sheets (SDS) for all chemical products to be used on CGI shall be submitted to the COR prior to use. Chemical products refer to, but are not limited to, such items as herbicides, pesticides, fungicides, and fertilizers. Contractor shall provide copies of all proposed product data as well as SDS information to the AUSD Program Manager. (See Deliverables Para. M)

**L.3.2 MANUFACTURER'S RECOMMENDATIONS**

The Contractor shall also submit a copy of the manufacturer's recommendations for all chemical, seed, and sod products to be used under this contract.

**L.3.3 CHEMICAL USAGE REPORTS**

Contractor shall submit to the AUSD Program Manager a Monthly Chemical Usage Report, detailing the type and quantity of chemicals used and the areas of application within in five (5) calendar days to the AUSD Program Manager after the close of each month. (See Deliverables Para. M)

## EXHIBIT A – SCOPE OF WORK

## SPORTS FIELD MAINTENANCE SERVICES

**M. DELIVERABLES**

The Contractor is responsible for meeting the Deliverables format, content, and schedule in accordance with the table below. Deliverables are required via electronic media.

<b>No.</b>	<b>Deliverables</b>	<b>Freq.</b>	<b>Date (s) Required</b>
001	Names and Phone Numbers of Contractor Employees ( <b>Para. C of the SOW</b> )	As updated	<b>Seven (7) business days before contract start date, and as updated</b>
002	Names and Phone Numbers of Site Foreman and Assistant ( <b>Para. C.1 of the SOW</b> )	As updated	<b>Seven (7) business days after award, and as updated</b>
003	Irrigation System Component Maps ( <b>Para. E.1.1 of the SOW</b> )	As updated	<b>Thirty (30) calendar days after award, and as updated</b>
004	Irrigation System Equipment Lists ( <b>Para. E.1.2 of the SOW</b> )	As updated	<b>Thirty (30) calendar days after award, and as updated</b>
005	Irrigation System Check-Out / Inspection, Adjustment, Documentation and Repairs Report ( <b>Para. E.4 of the SOW</b> )	Quarterly	<b>Thirty (30) calendar days after award, then every ninety (90) calendar days</b>
006	California Pest Control Applicator License & Integrated Pest Management Plan ( <b>Para. F of the SOW</b> )	As updated	<b>Fifteen (15) calendar days after award, and within five (5) days when updated</b>
007	Safety Data Sheets ( <b>Para. L.3.1 of the SOW</b> )	As updated	<b>AS UPDATED submit five (5) calendar days before use</b>
008	Chemical Usage Reports ( <b>Para. L.3.3 of the SOW</b> )	Monthly	<b>Fifteen (15) calendar days after award, and Monthly as updated</b>

\*\*\* END OF SOW \*\*\*

**APPENDIX I – MAINTENANCE FREQUENCY SCHEDULE**

	FREQUENCY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
WEEKS	52	5	4	4	4	5	4	5	4	4	5	4	4
<b>TURF CARE</b>													
Mowing	49	5	4	4	4	5	4	3	3	4	5	4	4
Edging	27	2	2	2	2	3	2	3	2	2	3	2	2
Leaf & Litter Removal	52	5	4	4	4	5	4	5	4	4	5	4	4
Fertilizer	4	1	-	-	1	-	-	1	-	-	1	-	-
Deep Tine Aeration	4	1	-	-	1	-	-	1	-	-	1	-	-
Slice Aeration	2	-	-	-	-	1	-	-	-	1	-	-	-
Weed Control	37	2	4	5	4	4	5	4	4	5	-	-	-
Pre-Emergent	1	-	1	-	-	-	-	-	-	-	-	-	-
Post-Emergent	3	-	-	-	1	1	1	-	-	-	-	-	-
<b>IRRIGATION MAINTENANCE</b>													
System Check	4	1	-	-	1	-	-	1	-	-	1	-	-
Meter Readings	45	2	2	4	4	5	4	5	5	4	4	3	3
<b>CLEAN UP</b>													
General Cleanup	52	5	4	4	4	5	4	5	4	4	5	4	4
Debris Removal	52	5	4	4	4	5	4	5	4	4	5	4	4
<b>SITE MANAGEMENT</b>													
Client Site Meetings	12	1	1	1	1	1	1	1	1	1	1	1	1
Acct. Mgr. QC Site	52	5	4	4	4	5	4	5	4	4	5	4	4
Visits	52	5	4	4	4	5	4	5	4	4	5	4	4
Crew On-site	52	5	4	4	4	5	4	5	4	4	5	4	4

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**TECHNICAL EXHIBIT 1 – ENCINAL HIGH SCHOOL**  
**MULTI-PURPOSE SPORTS FIELD**  
**BASEBALL/SOFTBALL FIELD**



AREA	~AREA (AC)	~PERIMETER (LF)
Multi-Purpose Field	2.44	1300
Baseball/Softball Field	2.33	1300

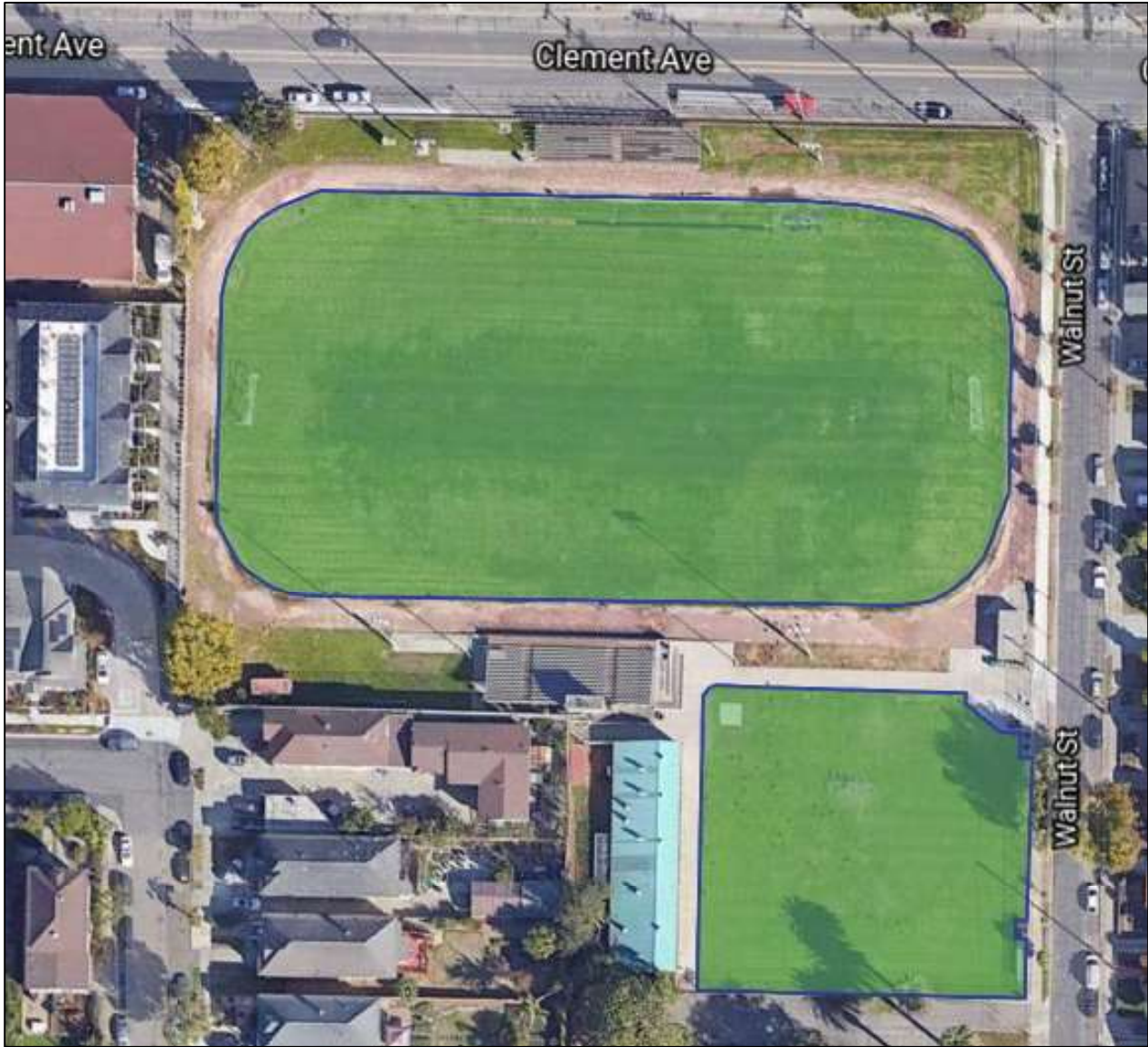
**TECHNICAL EXHIBIT 2 – ALAMEDA HIGH SCHOOL**  
**BASEBALL/SOFTBALL FIELD**



AREA	~AREA (AC)	~PERIMETER (LF)
Softball Field	1.55	1851



TECHNICAL EXHIBIT 3 – THOMPSON FIELD  
MULTI-PURPOSE SPORTS FIELD



AREA	~AREA (AC)	~PERIMETER (LF)
Multi-Purpose Field	1.76	1100
Practice Field	.5	600

**TECHNICAL EXHIBIT 4 – LINCOLN MIDDLE SCHOOL  
MULTI-PURPOSE ATHLETIC FIELD**



AREA	~AREA (AC)	~PERIMETER (LF)
Athletic Field	2.9	1500



**TECHNICAL EXHIBIT 3 – WOOD MIDDLE SCHOOL  
MULTI-PURPOSE ATHLETIC FIELD**



AREA	~AREA (AC)	~PERIMETER (LF)
Athletic Field	1.25	900

## EXHIBIT C – PRICING BREAKDOWN

## SPORTS FIELD MAINTENANCE SERVICES

**ALAMEDA UNIFIED SCHOOL DISTRICT  
CONTRACTOR'S BID BREAKDOWN**

PROJECT:	2022 SPORTS FIELD MAINTENANCE SERVICES	BID#:	2170
CONTRACTOR:	Gachina Landscape Management	DATE:	02-22-22

Line#	Description	Monthly/Unit	Annual Ext'd	Comments
	<b>Reoccurring Maintenance Services*</b>			
001	Encinal HS Field	\$ 1,988.00	\$ 23,856.00	
002	Alameda HS Field	\$ 887.00	\$ 10,644.00	
003	Thompson Field	\$ 877.00	\$ 10,524.00	
004	Lincoln Middle School	\$ 773.00	\$ 9,276.00	
005	Wood Middle School	\$ 752.00	\$ 9,024.00	
	<b>Subtotal Work Package No.</b>	\$ 5,277.00	\$ 63,324.00	
	<b>Site Irrigation Mapping &amp; Inventory*</b>			
007	Initial Documentation	\$ N/C	\$ N/C	
008	System Inspection and Repairs Report	\$ N/C	\$ N/C	Quarterly Revisions/Updates
	<b>Subtotal Work Package No.2</b>	\$ 0	\$ 0	
	<b>Sod Replacements**</b>			
009	Encinal HS Field	\$ 3.22	\$ 37,440.00	12,000 Assumed SF
010	Alameda HS Field	\$ 3.22	\$ 6,440.00	2,000 Assumed SF
011	Thompson Field	\$ 3.22	\$ 48,300.00	15,000 Assumed SF
012	Lincoln Middle School	\$ 3.22	\$ 3,220.00	1,000 Assumed SF
013	Wood Middle School	\$ 3.22	\$ 3,220.00	1,000 Assumed SF
	<b>Subtotal Work Package No.3</b>	\$ 16.10	\$ 98,620.00	
	<b>TOTAL (Sum of Work Packages 1 &amp;2)</b>	\$ 5277.00	\$ 63,324.00	

\* All prices include supervision by Branch Manager and Account Manager, transportation, equipment and consumables costs to fulfill the scope of work.

\*\* Pricing is for contingency only, AUSD reserves the right to seek additional competitive pricing for major sod replacements and other major turf renovations.



### Contractor Vaccination Certification

The parties acknowledge that contractors whose staff come onto District property where students are present qualify as “school workers” as defined by the CDPH Public Health Order dated August 11, 2021 and must comply with these legal mandates by October 15, 2021.

By signing below, I certify all employees/staff, including the employees of any subcontractor who will perform work at any AUSD location are either fully vaccinated and have provided Contractor with proof of vaccination or such employees/staff will comply with weekly testing requirements as outlined in the State Public Health Office Order before entering school property.

Records of vaccination verification and testing records will be made available upon AUSD’s request.

In addition, Contractor shall at all times remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Contractor agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the “Guidelines”). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.acphd.org/>

I acknowledge that this certification, upon receipt by the District, hereby supplements and amends and is hereby incorporated by reference into Contractor’s existing contract with the District, and continued compliance with the matters described herein is a condition for continuation of that contract. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this \_\_\_\_\_ day of 3/12/2022, 202\_\_ at Menlo Park, California.

Contractor: Gachina Landscape Mgmt. Signature: \_\_\_\_\_

DocuSigned by:

BD64DFA36F12409...

Title: H. Jaclyn Ishimaru-Gachina - CEO/President

**Please submit this completed/signed certification by email to [dkrueger@alamedaunified.org](mailto:dkrueger@alamedaunified.org) as soon as possible.**

## Alameda Unified CUPCCAA Registration 2022

The Alameda Unified School District invites all licensed contractors, who are registered with the DIR to perform public works projects, to submit information for inclusion on the District's list of qualified bidders for the 2022 calendar year. Please submit this Google Form sheet to be included on the District's list.

IMPORTANT: After submitting this document, please submit the following forms to

[MOE@alamedaunified.org](mailto:MOE@alamedaunified.org) with "2022 CUPCCAA Registration" in the subject line:

- Evidence of Commercial General Liability and Automobile Liability Insurance: \$1,000,000/occurrence; \$2,000,000 aggregate
- Evidence of Ability to Provide Payment and Performance Bonds: include your bonding capacity

Select the year you want to be on the District's Informal Bidding Contractors List: \*

☒ 2022

Business Name: \*

Gachina Landscape Management

Business Address (Street Address, City, State, Zip Code): \*

1130 O'Brien Drive, Menlo Park, Ca, 94025

Business Contact Name: \*

Bryan Thomas



E-Mail Address: \*

bthomas@gachina.com

Additional E-Mail Address:

aleon@gachina.com

Business Phone Number: \*

650 537-2025

Business Fax Number:

Business Website Address:

gachina.com

Current License Number: \*

473815

License Expiration Date: \*

MM DD YYYY

08 / 30 / 2022

PWC Registration Number: \*

1000018085

Indicate License Classifications (check one or more items): \*

- ☐ A-General Engineering
- ☐ B-General Building
- ☐ C-Specialty
- ☐ C-2-Insulation & Acoustical
- ☐ C-4-Boiler, Hot-Water Heating and Steam Fitting
- ☐ C-5-Framing and Rough Carpentry
- ☐ C-6-Cabinet, Millwork and Finish Carpentry
- ☐ C-7-Low Voltage Systems
- ☐ C-8-Concrete
- ☐ C-9-Drywall
- ☐ C-10-Electrical
- ☐ C-11-Elevator
- ☐ C-12-Earthwork and Paving
- ☐ C-13-Fencing
- ☐ C-15-Flooring and Floor Covering
- ☐ C-16-Fire Protection
- ☐ C-17-Glazing
- ☐ C-20-Warm-Air Heating, Ventilating and Air-Conditioning
- ☐ C-21-Building Moving/Demolition
- ☐ C-22-Asbestos Abatement
- ☐ C-23-Ornamental Metal
- ☒ C-27-Landscaping
- ☐ C-28-Lock and Security Equipment
- ☐ C-29-Masonry
- ☐ C-31-Construction Zone Traffic Control

- ☐ C-32-Parking and Highway Improvement
- ☐ C-33-Painting and Decorating
- ☐ C-34-Pipeline
- ☐ C-35-Lathing and Plastering
- ☐ C-36-Plumbing
- ☐ C-38-Refrigeration
- ☐ C-39-Roofing
- ☐ C-42-Sanitation System
- ☐ C-43-Sheet Metal
- ☐ C-45-Sign
- ☐ C-46-Solar
- ☐ C-47-General Manufactured Housing
- ☐ C-50-Reinforcing Steel
- ☐ C-51-Structural Steel
- ☐ C-53-Swimming Pool
- ☐ C-54-Ceramic and Mosaic Tile
- ☐ C-55-Water Conditioning
- ☐ C-57-Well Drilling
- ☐ C-60-Welding
- ☐ C-61-Limited Specialty
- ☐ D-03-Awnings
- ☐ D-04-Central Vacuum Systems
- ☐ D-06-Concrete-Related Services
- ☐ D-09-Drilling, Blasting and Oil Field Work
- ☐ D-10-Elevated Floors
- ☐ D-12-Synthetic Products
- ☐ D-16-Hardware, Locks and Safes

- ☐ D-21-Machinery and Pumps
- ☐ D-24-Metal Products
- ☐ D-28-Doors, Gates and Activating Devices
- ☐ D-29-Paperhanging
- ☐ D-30-Pole Installation and Maintenance
- ☐ D-34-Prefabricated Equipment
- ☐ D-35-Pool and Spa Maintenance
- ☐ D-38-Sand and Water Blasting
- ☐ D-39-Scaffolding
- ☐ D-40-Service Station Equipment and Maintenance
- ☐ D-41-Siding and Decking
- ☐ D-42-Non-Electrical Sign Installation
- ☐ D-49-Tree Service
- ☐ D-50-Suspended Ceilings
- ☐ D-52-Window Coverings
- ☐ D-53-Wood Tanks
- ☐ D-56-Trenching
- ☐ D-59-Hydroseed Spraying
- ☐ D-62-Air and Water Balancing
- ☐ D-63-Construction Cleanup
- ☐ D-64-Non-Specialized
- ☐ D-65-Weatherization and Energy Conservation
- ☐ ASB-Asbestos Certification
- ☐ HAZ-Hazardous Substance Removal Certification
- ☐ Other: \_\_\_\_\_

Please add additional comments here:

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### Additional Documents Needed:

After submitting this form, please submit the following documents to [MOF@alamedaunified.org](mailto:MOF@alamedaunified.org) with "2022 CUPCAA Registration" in the subject line:

- Evidence of Commercial General Liability and Automobile Liability Insurance: \$1,000,000/occurrence; \$2,000,000 aggregate
- Evidence of Ability to Provide Payment and Performance Bonds: include your bonding capacity

Will the additional documents will be submitted to [MOF@alamedaunified.org](mailto:MOF@alamedaunified.org)? Please put "2022 CUPCAA Registration" in the subject line. \*

☒ Yes

☐ No

This form was created inside of Alameda Unified School District.

Google Forms



GACHLAN-01

JIZKE1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Panorama Risk & Insurance Solutions, LLC 16030 Ventura Blvd Ste 260 Encino, CA 91436	<b>CONTACT NAME:</b> Kelli Jiz de Ortega <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kelli.jizdeortega@panorama360.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Insurance Company <b>INSURER B:</b> Oak River Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 29424 34630

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		72 UUN OL4655	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		72 UUN OL4655	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72 HHU OL4646	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	GAWC220572	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Project Description: Contract #2170 Sports Field Maintenance Services - Site Name: Encinal HS Football Field (210 Central Ave), Alameda High School (2200 Central Ave), Thompson Field (1851 Walnut St), Lincoln Middle School (1250 Fernside Blvd) and Wood Middle School (420 Grand Street). Address: 2060 Challenger Drive, Alameda CA 94501 per written contract with the Named Insured. Alameda Unified School District, its trustees, employees, and agents, the State of California are named as Additional Insured per form HG 00 01 09 16 attached. Auto Liability Additional Insured applies per form HA 99 16 03 12 attached. 30 Day Notice of Cancellation applies except 10 day notice of cancellation for non payment of premium. CIR Form attached.

## CERTIFICATE HOLDER

## CANCELLATION

Alameda Unified School District 2060 Challenger Drive Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kelli Jizdeortega</i>
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## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Panorama Risk &amp; Insurance Solutions, LLC</b>		NAMED INSURED <b>Gachina Landscape Management, Inc. 1130 O'Brien Dr. Menlo Park, CA 94025</b>
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Contractual Insurance Requirements (CIR)**

The attached Certificate of Insurance is provided as part of our service, to our client, the insured. If special endorsements have been provided, they are also indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

**Panorama Risk & Insurance Solutions  
52 S. First St., #310  
San Jose, CA 95113  
CA License #6001592**



The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

#### 3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### 4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### 5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### 6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.