Request for Proposal (RFP) for Historic Resource Consultant to complete Historic Resource Evaluations for Driscoll Ranch, La Honda Creek Open Space within unincorporated San Mateo County, CA

March 22nd, 2016

PROPOSALS DUE 4:00 PM, April 4th 2016

1. Project Overview
Midpeninsula Regional Open Space District (District) is evaluating the demolition of two houses, six barns, and outbuildings in the former Driscoll Ranch area of the La Honda Creek Open Space Preserve (“La Honda OSP”). The entire Driscoll Ranch area is divided into four sub-ranch areas with associated structures (Sears Ranch, Guerra-Zanoni Ranch, Wool Ranch, and Folger Ranch—See Attachment A). Many of these structures have been informally evaluated and deemed potentially significant as individual structures that require formal evaluation for their eligibility to be registered on the California Register of Historic Resources (CRHR). These structures may also contribute to the integrity of a cultural landscape that has not been defined or well-researched to date. Most of the structures are in varying levels of condition, from fair to extremely poor, and some have been modified since their original construction. Through research and analysis, the consultant must formally evaluate the eligibility of the individual structures for the CRHR and determine whether a cultural landscape exists in the area. The consultant then must define what features contribute to the integrity of that landscape and consider how the demolition of those structures may affect the cultural landscape.

2. Consultant Services Required
The Consultant shall visit each site; survey, photograph and assess each structure; complete data research and data collection as required to frame the historic context of the sites; and determine whether any of the sites or structures are eligible for listing under the California and/or National Registers. The District has provided the preliminary research it has to date (Attachment B) and maps and pictures (Attachment A). Note: the pictures in Attachment A are not a comprehensive set of structures. The timeline for this work is compressed—the entirety of the work is to be completed in April to prepare materials for the May 18th meeting of the Historic Resource Advisory Board, which the consultant shall attend and may present at with District staff.

3. Deliverables
Separate Historic Resource Evaluations shall be completed for four sub-ranch areas with associated structures (Sears Ranch, Guerra-Zanoni Ranch, Wool Ranch, and Folger Ranch). The reports and documentation shall be sufficient to adequately assess the sites/structures to facilitate review by the San Mateo County Historic Resource Advisory Board. A separate report shall consider the cultural landscape of the entire Driscoll Ranch area.

4. Project Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>3/22/2016</td>
<td>RFP Issued</td>
</tr>
<tr>
<td>4/04/2016</td>
<td>Proposal Due Date</td>
</tr>
<tr>
<td>3/31/2016</td>
<td>Final Day for RFP Questions and Clarifications</td>
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<tr>
<td>4/07/2016</td>
<td>Select Consultant(s) / Complete Agreement</td>
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<tr>
<td>4/18/2016 thru 4/29/2016</td>
<td>Conduct site visits; Complete background research</td>
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</table>
5. Proposal Requirements
   a. Fill out Proposal Sheet (see page 3) which includes the following:
      i. Confirm resources available to meet the project schedule outlined under Item #4.
      ii. Supply the names of proposed staff and their billing rates
      iii. Provide a Time and Material cost estimate for the work
      iv. Confirm acceptance of the District’s Consultant Agreement Terms and Conditions and Insurance Requirements. Refer to Attachment C.
   b. Submit by email to ahebert@openspace.org by 4:00 PM April 4th 2016

6. Stipulations
   a. Requests
      The District reserves the right to request more detailed information from one or more proposers to provide for a reliable comparison between proposals.
   b. General Stipulations
      The District will not be liable for any costs incurred by the proposers that are related to the RFP process; this includes production of the proposal, interviews, travel and accommodations. The District reserves the right to request or negotiate modifications to the proposals that are deemed appropriate. All proposals received from proposers in response to this RFP will become the property of the District and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the District. The District reserves the right to reject any and all proposals and to waive minor irregularities. The District also reserves the right to seek new proposals or re-advertise if responses have not been satisfactory or for any other reason.
   c. Requests for Additional Information and Questions
      Specific questions related to the RFP must be addressed in writing to the District. Answers will then be distributed to all teams. No requests for information will be accepted later than 2:00 PM 3/31/16. Please submit all requests to:

      Attn: Aaron Hebert
      Midpeninsula Regional Open Space District
      330 Distel Circle
      Los Altos, CA 94022

      650-625-6561
      ahebert@openspace.org

7. List of Attachments
   Attachment A -- Driscoll Ranch Map and Pictures
   Attachment B – Prior Historic Research Documents
   Attachment C – District Agreement Template and Insurance Requirements
PROPOSAL FORM
HISTORIC RESOURCE EVALUATION – DRISCOLL RANCH

FIRM: ____________________________________________________________________

STAFF PROPOSED: __________________________________ Hourly Rate:______________
________________________________ Hourly Rate:______________
________________________________ Hourly Rate:______________
________________________________ Hourly Rate:______________

SIGNATURE - AGREE TO CONTRACT
TERMS AND CONDITIONS: ________________________________________________________________

SIGNATURE - ABILITY TO COMPLY WITH SCHEDULE:___________________________________________

PROPOSED TIME AND MATERIAL COST:

<table>
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<tr>
<th>Historic Resource Evaluations</th>
<th>Site Visit</th>
<th>Data Collection</th>
<th>Draft Report</th>
<th>Final Report</th>
<th>TOTAL: $</th>
<th>Reimbursable: $</th>
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<tbody>
<tr>
<td>Cultural Landscape Evaluation</td>
<td>Research</td>
<td>Draft Report</td>
<td>Final Report</td>
<td>TOTAL $</td>
<td>Reimbursable</td>
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<tr>
<td>Attendance/ Presentation at HRAB</td>
<td>Presentation</td>
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<td>Reimbursable</td>
<td>Budget: $</td>
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SUM TOTAL FOR THE PROJECT _________________

COMMENTS: Firm can attach one page (max) with comments, clarifications, exclusions, etc. Please be aware, no requests for revisions to the Agreement terms and conditions will be entertained.
While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.
Upper Folgers
Upper Folger Collapsed Barn
Upper Folger Hunting Cabin
Wool Lower Collapsed Barn
Upper Wool Barn
Wool Ranch House
Guerra Ranch
Guerra Barn
Lower Folger White Barn
Sears Ranch Complex
3.5 CULTURAL RESOURCES

<table>
<thead>
<tr>
<th>ENVIRONMENTAL ISSUES</th>
<th>Potentially Significant Impact</th>
<th>Less Than Significant with Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tr>
<td>V. Cultural Resources. Would the project:</td>
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<tr>
<td>a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?</td>
<td>☐</td>
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<tr>
<td>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?</td>
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<tr>
<td>c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</td>
<td>☐</td>
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<tr>
<td>d) Disturb any human remains, including those interred outside of formal cemeteries?</td>
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3.5.1 ENVIRONMENTAL SETTING

The Master Plan identifies three structures on the Preserve as the most important cultural assets: the Red Barn, the White Barn, and the Redwood Cabin. Each of these structures is more than 50 years old and thus, may be considered a significant resource under the California Register of Historical Resources (CRHR) and the National Register of Historic Places (NRHP) guidelines. If any federal funding or federal permitting applies to a project that would affect these resources, federal regulations would need to be followed.

The Red Barn is part of the former Weeks Ranch and was built around the turn of the twentieth century. It is the most prominent Preserve monument and an important landmark visible from Highway 84. The White Barn is part of the former Dyer Ranch and was likely built in the 1860s. The Redwood Cabin, located at the far northern end of the Preserve, was built between 1927-28. The cabin served as a recreational retreat and is an example of early recreational destinations in the region.

Other cultural resources can be found on the former Driscoll Ranch area, which is comprised of five original ranching complexes consisting of residences and a variety of types and sizes of auxiliary structures such as barns and storage structures. In a site visit to Driscoll Ranch during April 2007, Jones & Stokes conducted an inventory of these structures, which included a determination of the structures that may be deemed potentially historically significant. These potentially historically significant structures are provided below and organized by sub-area:

- Sears Ranch (Lower Ranch): the Ranch house, two hay barns, large barn nearest the residence, and the older of two storage buildings.
- Guerra-Zanoni Ranch (Upper Ranch): the Ranch house and the board-and-batten-sided Barn/Storage with corrugated metal roof
- Folger Ranch: the large white barn and the small Folger Barn (board-and-batten sided, one-story). The Folger Lodge was determined to be potentially significant; however, due to the level of alteration that has occurred
to the structure, it would be deemed significant only if it served a significant function in historic ranching operations, which has not yet been established.

Structures not listed above were deemed not to be historically significant. The Master Plan identifies a number of dilapidated and obsolete structures for removal that are not part of this list of potentially significant structures.

The Master Plan also identifies historic landscape features found on the Preserve. The forested areas in the Preserve have a history of logging dating back to at least 1865 and continuing through the early 1900s. Remnants of sawmills and shingle mills along La Honda Creek remain and a network of logging roads and skid roads in the woodlands are a part of the historic logging landscape. The southwest corner of the former Driscoll Ranch area was the location of the La Honda Oil Field Main Area. Oil drilling began in 1879 and continued through 1961. There are no aboveground remnants of this period, but it remains part of the historic landscape. Other examples of features that are part of the historical landscape and may be culturally significant include ponds, gates, roads, a wood bridge, water tanks, pastures, and a concrete tunnel between Driscoll Ranch and the Event Center.

The District is guided by several Board-adopted Resource Management Policies designed to protect, maintain, and preserve cultural resources, including historic structures and significant historic landscapes. These include policies that require the District to maintain an inventory of cultural resources on its preserves and address cultural resources in management plans and development of uses by reconnaissance surveys, avoidance of resources, consultation with Native American groups, and assessing feasibility of preservation of historic structures, as well as interpretive features. In addition, the Coastal Service Plan includes Guidelines that protect archaeological and historic resources, which are incorporated into the Coastal Service Plan from the Annexation EIR. Consistent with the Coastal Service Plan, the proposed Master Plan also incorporates the Annexation EIR Mitigation Measures as Environmental Protection Guidelines (CUL-1 through CUL-5).

3.5.2 DISCUSSION

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

Less-Than-Significant. The Master Plan includes several specific objectives designed to preserve and reduce potential impacts to cultural resources within the Preserve. These include:

- Objective CR 1.1: organize and increase the District’s knowledge of the Preserve’s cultural resources.
- Objective CR 1.2: implement cultural resource protection measures, which includes the preservation and protection of historic resources within the project area.
- Objective CR 1.3: protect key historically-significant structures. The District would retain the Red Barn and hire a qualified architectural historian to determine eligibility for listing in the State and/or Federal Register. For the White Barn and Redwood Cabin, the District would also hire a qualified architectural historian to evaluate the historical significance of the White Barn and Redwood Cabin. The District would retain these structures pending the results of the architectural historian’s evaluation. Unoccupied, dilapidated structures that are no longer in use by the tenant or necessary for ongoing agricultural operations, and that have been determined to be ineligible for listing on a local, State, or Federal historic register, may be demolished and removed from the Preserve.
- Objective CR 1.4: protect historic landscape features, such as the forested area in Preserve and the historic oil field area.
The Master Plan also includes Environmental Protection Guidelines CUL-3 and CUL-4 which directly incorporates Mitigation CUL-1a and CUL-1b from the Annexation EIR. These Guidelines require evaluation of all property and building types by a qualified consultant to determine eligibility for listing in the local, State, or National Register and include actions to take if the structures are determined to be eligible, including mothballing, restoring, or moving the structure per Secretary of the Interior’s standards. By following the District’s Resource Management policies and the cultural resource objectives outlined in the Master Plan and also by implementing the Master Plan’s Environmental Protection Guidelines, adverse impacts to potential historical resources would be avoided or reduced to a less-than-significant level.

b) **Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?**

*Less-Than-Significant.* The project area could contain previously unidentified archaeological deposits such as village middens, rock art, bedrock mortars, and lithic scatters. There is one identified area of archaeological significance, a possible bedrock mortar, on the Preserve. Although little has been identified to date, based on the proximity of the Preserve to previously-recorded archaeological sites, there is the potential for the discovery of new archaeological deposits in the Preserve.

Implementation of the proposed Master Plan would involve relatively little ground disturbance—mostly associated with grading for parking lots and construction and maintenance of new trails. The Master Plan includes Environmental Protection Guidelines CUL-1, which specifically incorporates Mitigation Measure CUL-2 from the Coastal Annexation EIR, and establishes protocol for unexpected discovery of archaeological and paleontological cultural materials. Specifically, CUL-1 requires construction buffers to be established in the event of a find and evaluation of the artifact by a qualified archaeologist or paleontologist who would provide avoidance measures or would prepare an Action Plan for appropriate treatment, data recovery, and curation, as appropriate.

Although implementation of the proposed Master Plan would include ground excavation or other ground disturbance during development and maintenance of improvements, implementation of the above Environmental Protection Guidelines would minimize potential impacts to previously unidentified archaeological resources by halting construction, temporarily restricting construction in the area of the find, and development of appropriate treatment for any significant resources uncovered. Consistent with the conclusion of the Annexation EIR, implementation of the proposed Master Plan would result in a less-than-significant impact.

c) **Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

*Less-Than-Significant.* The Annexation EIR addresses potential impacts to paleontological resources on page IV-J-12. The EIR states that Ground excavation or other ground disturbance during development and maintenance of improvements could impact these resources. Destruction or other substantial adverse changes to archaeological and paleontological resources would be a significant impact. Mitigation measures can be applied to reduce this potential impact to a less than significant level. The Annexation EIR includes Mitigation Measure CUL-2 to reduce this impact. The proposed Master Plan includes Environmental Protection Guidelines that incorporate CUL-2. (See discussion under “b” above). Similar to the discussion under “b” above, implementation of the Environmental Protection Guidelines would minimize potential impacts to previously unidentified paleontological resources by halting construction, temporarily restricting construction in the area of the find, and development of appropriate treatment for any significant resources uncovered. Implementation of the proposed Master Plan would result in a less-than-significant impact.
Registering the Redwood Cabin on any State or National register may provide opportunities for grant funding to pay for the on-going repair and upkeep of the building.

Public use of the Redwood Cabin as habitable space would first require a structural review and may trigger requirements for compliance with public safety regulations and the Americans with Disabilities Act.

Public access would contribute to the natural wear and tear of materials in the building; deterioration of materials could raise concerns about public safety inside the building.

Registering and maintaining the Redwood Cabin on any State or National registers may dictate specific restoration guidelines, which may be costly to implement. In addition, any improvements to a registered building would have to comply with the California Historic Building Code.

B. Driscoll Ranch Complexes

In April 2007, Jones & Stokes conducted a preliminary survey of the structures at Driscoll Ranch and their potential architectural and historical significance. The following findings should be considered preliminary pending more in-depth research on the history of Driscoll Ranch.

1. Assessment, Methods, and Findings

What is now known as Driscoll Ranch was once the site of four different ranching complexes consisting of residences and a variety of auxiliary structures, including different types and sizes of barns and storage structures. Some barns were constructed to house cattle or horses, others for hay storage, others for the housing of farming vehicles. The housing of ranch hands and seasonal workers was accommodated in modest frame/wood-sided residences generally located at some distance from ranch tenant homes. Over the years, these ranch hand residences were demolished or abandoned (due to dilapidation) and supplanted by rather ordinary mobile homes during the 1950s and 1960s period. Iron water tanks, likely dating from the early twentieth century, are also found at the
higher reaches of the property. Due to the dairying operations that have characterized Driscoll Ranch during the late nineteenth and twentieth centuries, older structures (predating 1950), including large redwood barns, may be considered important architectural features in the landscape of Driscoll Ranch that best define the dairying activities that have occurred there historically.

a. Former Sears Ranch (Lower Ranch, located off Sears Ranch Road)
The Sears Ranch complex includes a ranch house, two hay barns, a large barn near the residence, and two storage buildings. According to the Jones & Stokes assessment, this ranch complex appears to be the most historically significant complex at Driscoll Ranch. Structures that were considered potentially significant include:
- Ranch house (residence)
- Two most intact hay barns
- Large barn nearest the residence.
In addition, the older of the two storage buildings may be historically significant. This storage building appears to date from the early twentieth century, when it may have been used to store hayseed. These buildings should be more thoroughly assessed before making any changes to these structures.

According to the Ranch foreman, Sears Ranch may have housed a stagecoach stop and inn. Further historical research should be done to substantiate this claim, and archaeological testing of the ranch compound site may therefore be warranted. The Sears Family was an old pioneering family in La Honda. John Sears operated the first general store and hotel in La Honda during the third quarter of the nineteenth century.

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13 Jones & Stokes. 2007. Email communication, responses to questions regarding Cultural and Historical Resources, August 10, 2007.
b. Former Guerra-Zanoni Ranch (Upper Ranch, above the Lower Ranch)
The Upper Ranch complex, located in the northeastern portion of Driscoll Ranch, includes a residence, garage, and multiple storage buildings. There is also a dog kennel at this site, which is currently rented by a tenant. According to Jones & Stokes, following structures may be of historical significance due to their age:
- Ranch house (residence)
- Board-and-batten sided Barn/Storage (with a corrugated roof)
The dog kennels, trailers, and more recent storage buildings are not potentially significant.  


With regard to the Lower Ranch complex, the following structures are listed as potentially historically significant:
- Large white barn
- Smaller Folger Barn (board-and-batten sided, one-story)
- Folger Lodge

The large white barn is visible from Highway 84 and may serve as a community landmark. Due to the level of alteration that has occurred to the Folger Lodge, it would be deemed significant only if it served a significant function in past ranching operations.

c. Former Wool Ranch
The Wool Ranch complex is located in the central/northwestern portion of Driscoll Ranch. In their survey, Jones & Stokes did not identify any of the existing structures as historically or architecturally significant.

d. Former Folger Ranch (nearest to the Driscoll Events Center)
The Folger Ranch complex consists of the large white barn visible from Highway 84, the smaller Folger Barn (board-and-batten sided; one-story), Folger Lodge (in the highlands, approximately 4,000 feet southeast of Ray’s Peak), a residence, garage, ranch office, and workshop. The only structures Jones & Stokes listed as potentially historically significant are the following:
- Large white barn
- Smaller Folger Barn (board-and-batten sided, one-story)
- Folger Lodge
The large white barn is visible from Highway 84 and may serve as a community landmark. Due to the level of alteration that has occurred to the Folger Lodge, it would be deemed significant only if it served a significant function in past ranching operations.

e. Driscoll Ranch Cultural Landscape Features

Few potentially architecturally significant structures at Driscoll Ranch were identified—including some of the features comprising the Sears Ranch compound, and the large white barn at Folger Ranch. However, due to possible associations with significant individuals, ranching and
recreational activities, or patterns of activities or events when viewed in a broader context as cultural landscapes, other, more modest structures, landscape features, and improvements could be potentially significant, pending more in-depth research. In such cultural landscapes, the physical relationship of residences, barns, sheds, gardens, grazing areas, cattle enclosures, introduced landscape features (e.g., non-native trees and shrubbery), ponds, and bridges, merit more in-depth evaluation.

Other features that may be significant because they define a Cultural Landscape include:

- Ponds (Sears Ranch)
- Metal gates with intersecting cross members framed by old weathered wood supports
- Roads
- Wood bridge over Harrington Creek
- Iron water tanks in the highlands (southwest from Wool Ranch)
- Pastures bordering ranch complexes, as defined by human built structures, cultivated trees and ground cover, and stands of native woodland – e.g., Sears Ranch
- The concrete tunnel connecting Driscoll Ranch and the Event Center under Highway 84. This structure may be over 50 years old and may be an important cultural landscape feature.

2. Driscoll Ranch Key Issues

Archaeological assessments of areas proposed for initial development should be accompanied by historic research and cultural landscape evaluation to ensure that potential resources are properly identified by capturing the full cultural/historical context that explains their existence, placement, design, etc. After such an evaluation is done, contributing features can be rated in terms of their level of significance in helping to define the specific cultural/historical setting that exists throughout Driscoll Ranch. This would provide a detailed physical and contextual basis upon which development policy for specific sites could be formulated.
Driscoll Ranch presents the following key issues related to resource management and recreation:

- Homes, barns, and associated structures have an interesting history that provides a unique context to the Preserve and potentially provides unique recreational opportunities. The iron water tanks southwest of the former Wool Ranch are unique features within the Preserve.

- Registering significant Ranch structures on any State or National register may provide opportunities for grant funding to pay for the ongoing repair and upkeep of the buildings. However, registering and maintaining historic structures on any State or National registers may dictate specific restoration guidelines, which may be costly to implement. In addition, any improvements to a registered building would have to comply with the California Historic Building Code.

- Public use of any Ranch structure as habitable space would require a structural review and may trigger requirements for compliance with public safety regulations and the Americans with Disabilities Act.

- Public use of the structures may contribute to the natural wear and tear of materials in the building; deterioration of materials could raise concerns about public safety inside the building.
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT
AND ________________________

THIS AGREEMENT is by and between ________________________ (“Consultant”) and the Midpeninsula Regional Open Space District, a public body of the State of California (“District”). Consultant and District agree:

1. Services. Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.

2. Compensation. Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services herein required of Consultant for $ ________ including all materials and other reimbursable amounts (“Maximum Compensation”). Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant’s signature.

3. Term. This Agreement commences on full execution hereof and terminates on __________ unless otherwise extended or terminated pursuant to the provisions hereof. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant’s control, other than delays caused by the District, shall be requested in writing to the District’s Contract Administrator prior to the expiration of the specified completion date.

4. Assignment and Subcontracting. A substantial inducement to District for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of District. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the District.

5. Insurance. Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the District, the insurance coverages specified in Exhibit B, "District Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to District.

6. Indemnification. Consultant shall indemnify, defend, and hold District, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the District, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify District shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
7. **Termination and Abandonment.** This Agreement may be cancelled at any time by District for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that District may condition payment of such compensation upon Consultant's delivery to District of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant’s cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of District and are assumed to be public records within the meaning of the California Public Records Act unless expressly deemed otherwise by District. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to District at no additional charge and without restriction or limitation on their use. Upon District’s request, Consultant shall execute appropriate documents to assign to the District the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all District property in Consultant’s control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the District. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and District's General Manager, and approved as to form by the District’s General Counsel. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement.
Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of District's District Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. Capacity of Parties. Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. Notice. Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier (“Courier”), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine’s acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. Miscellaneous.
   a. Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.
   b. Capitalized terms refer to the definition provide with its first usage in the Agreement.
   c. When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
   d. The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.
   e. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
   f. When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
   g. Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.
IN WITNESS WHEREOF, Consultant and District execute this Agreement.

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT
330 Distel Circle
Los Altos, CA 94022-1404

By: ________________________
   Name ________________________
   Title ________________________
   Date: ________________________

Attest: ________________________
   Jennifer Woodworth
   District Clerk

Approved as to form:
______________________________
   Sheryl Schaffner
   General Counsel

Consultant

Name ________________________
Address ________________________

By: ________________________
   Name ________________________
   Title ________________________
   Date: ________________________

Federal Employer ID Number: ________________________
License Number: ________________________
Expiration Date: ________________________

Attachments:
Exhibit A Scope of Services
Exhibit B District Insurance Provisions
EXHIBIT A
Scope of services and compensation
EXHIBIT B

INSURANCE REQUIREMENTS

Before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the District, the insurance specified herein.

Insurance Requirements.

- Statutory Worker’s Compensation Insurance and Employer’s Liability Insurance coverage: $1,000,000
- Commercial General Liability Insurance: $1,000,000 (Minimum), $2,000,000 Aggregate
- Business Automobile Liability Insurance-with coverage evidencing “any auto” and with limits of at least $1,000,000 per occurrence.
- Errors and Omissions Insurance (or Professional Liability): $1,000,000

Workers’ Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.

b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.

c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.

d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

e. Insurance is to be placed with California-admitted insurers.
Professional Liability. Where Consultant is a licensed professional, Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount set forth in this Exhibit B covering the licensed professionals' errors and omissions, as follows:
  a. The policy must contain a cross liability or severability of interest clause.
  b. The following provisions shall apply if the professional liability coverages are written on a claims made form:
     1) The retroactive date of the policy must be shown and must be before the date of the Agreement. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work.
     If coverage is canceled or not renewed and it is not replaced with another claim made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage. A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:
  Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
  Terminate this Agreement.
Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.