



## **Bid Package – ISSUED FOR BID**

# **Vegetation Management for Access at Bear Creek Redwoods OSP**

**Bear Creek Redwoods Open Space Preserve  
Santa Clara County, California**

**Date: May 23, 2016**

Vegetation Management for Access at Bear Creek Redwoods OSP

Issue for Bid

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## **A. Project Narrative**

### **Project Description**

Vegetation Management for Access at Bear Creek Redwoods consists of:

Mechanical and manual treatment of vegetation for safe access to the following:

- Patrol access roads and trails
- ATV access roads and trails
- Emergency landing zones
- Shaded fuel breaks at two locations
  - North-east corner of Bear Creek Preserve
  - Bear Creek Stables

Optional Bid Alternate Tasks include the mechanical and chemical treatment of vegetation including:

- Chemical treatment at all project sites
- Tree removal
- General mowing of vegetation

## Scope of Work

Contractor agrees to furnish all labor, materials, services, and equipment necessary to accomplish the following project as more specifically set forth herein (the "Work"). Contract award is based on the lowest responsible responsive bid for Tasks 1-5. District, in its sole discretion, may elect to add any combination of Optional Bid Alternates (A-D) to the Scope of Work for the selected contractor.

Table 1: Summary of Bid Tasks

Task #	Description	Activity	Completed by	Specifics	Herbicide Use
1	Existing Patrol and ATV Access Roads and Trails	Mowing / Brushing	June 1, 2020	~16.9 miles	With Alternate Task C
2	Emergency Landing Zones	Mowing / Brushing	June 1, 2020	2 areas, ~1.8 acres	With Alternate Task C
3	Hwy 17 Shaded Fuel Break	Mowing / Brushing / Chainsaw	June 1, 2020	1 area, ~15.2 acres	With Alternate Task C
4	Bear Creek Stables Shaded Fuel Break	Mowing / Brushing / Chainsaw	June 1, 2020	2 areas, ~3.7 acres and ~10.4 acres	With Alternate Task C
5	Reports	Summary of Work Performed	June 30, 2020	4 reports	No
<b>Bid Alternate Tasks</b>					
A	Acacia and Cotoneaster	Tree Removal	July 2018	Chip and leave on site	Yes
B	General Mowing	Mowing / Brushing	Up to 4 years		With Alternate Task C
C	Herbicide Use <sup>1</sup>	Treatment of woody plants	Up to 4 years		Yes
D	Maintenance of New Constructed Roads and Trails	Mowing / Brushing	Up to 4 years	~6.3 miles	With Alternate Task C
<sup>1</sup> All herbicide use is listed under the Bid Alternate Tasks list. Contractors without the proper licensing requirements for herbicide use are encouraged to bid on non-herbicide tasks. District, in its sole discretion, may elect to add any combination of Bid Alternates (A-D) to the Scope of Work for the selected contractor.					

## Bid Tasks

### Task 1: Existing Patrol Access Roads and ATV Patrol Access Trails

#### -Calendar Year 2016-

Using mechanical and/or manual removal methods, contractor will brush patrol access roads and ATV Patrol Access trails, along with associated shoulders. All Patrol Access Roads are accessible via tractors or similar machinery during the mechanical treatment period, May through end of October.

Vegetation height on roads and trails beds will be cut no higher than four (4) inches. Vegetation height on shoulders shall be no greater than six (6) inches. The shoulders of the roads shall be cut at least six (6) feet on either side of trail edge. The shoulders of ATV Patrol Access Trails shall be cut at least three (3) feet on either side of trail edge.

Vegetation that is shrub or sub-tree, such as but not limited to French broom or coyote brush, will require an immediate second mowing pass to mulch vegetation into smaller pieces. Diameter of woody material is six (6) inches or less and may require a chainsaw. Chain sawed material must be flush cut to grade and within four (4) inches to the ground. Manually removed broom will be scattered.

Average width of Patrol Access Roads is twelve (12) feet; average width of ATV Patrol Access Trails is six (6) feet. ATV Patrol Access trails are accessible via a side-by-side (i.e. ATV or UTV); brushcutters, or similar machinery, will be required. Equipment must be able to cut through woody material such as French broom.

Estimated mileage of existing Patrol Access Roads is 12.6 miles. Estimated miles of existing ATV Patrol Access trails are 4.3 miles.

Limbs of trees encroaching onto road or trail will be cut back using ANSI A300 standards and may require the use of a pole saw. Encroachment is when a tree limb overhead is within sixteen (16) feet of the roadbed and shoulder area. All tree work must be completed between September 1 and February 14 unless Contractor provides, at their cost, a District approved Biologist to survey for nesting birds no earlier than five (5) calendar days prior to work.

Chainsaw work to clear roads and trails is considered a part of Task 1 and no additional compensation will be given.

#### -Calendar Year 2017, 18, and 19-

Maintenance of Existing Patrol Access Roads and Trails to same standards as required in Year 1 above. Chainsaw work to clear roads and trails is considered part of Task 1 and no additional compensation will be given. Mechanical treatment period is May through end of October.

### **Task 2: Emergency Landing Zones**

#### -Calendar Year 2016-

Using mechanical or manual methods, contractor will brush two (2) emergency landing zones, two hundred (200) feet by two hundred (200) feet. Larger trees may need to be felled using directional or sectional felling techniques. Trees shall be chipped and piled on site, in an area to be determined by District. Chainsaws may be required to remove shrubs from landing zone. Woody material will be flush cut to grade within two (2) inches of the ground. Chain sawed and manual removal of woody material will be scattered outside of grassland or wetland areas.

All Emergency Landing Zones are accessible via tractors (or similar machinery) during the mechanical treatment period, May through end of October. Total area is estimated to be mowed is 1.8 acres. A Biological monitor will be provided by District for any tree or scrub removal during bird nesting season,

February 15 through August 31; Two (2) weeks advanced notice to the District IPM coordinator is required.

-Calendar Year 2017, 18, and 19-

Maintenance of Emergency Landing Zones to same standards as required in Year 1 above. Mechanical treatment period is May through end of October.

**Task 3: Hwy 17 Shaded Fuel Break**

See **Attachment E-9** for CalFire Defensible Space Brochure.

-Calendar Year 2016-

- Create a shaded fuel break to the CalTrans easement on Hwy 17. Approximate acres is 15.2 acres. Major vegetation type is Oak Woodland (~57%), scrub (~1%), and grasslands (~42%).
  - Understory treatment
    - Removal of all non-native broom species using mechanical or manual removal.
    - Removal of all *Cotoneaster* species using mechanical or manual removal.
    - Removal all vegetation that is dead or dying.
    - Grasses to be mowed to within four (4) inches of ground.
    - Removal all ground fuels greater than four (4) inches in height.
  - Logs, Stumps, and Snags
    - All logs and stumps should be removed unless they are embedded in the soil. At embedded logs, remove nearby vegetation within four feet.
    - One (1) standing dead tree (snag) will be kept per acre of project area for wildlife, for a total of no more than 15 dead snags to remain. District Biologist will flag any snags to be kept.
  - Fuel Separation and Treatment
    - Prune lower branches of trees to a height of six to 15 feet from the top of the vegetation below (or the lower 1/3 of branches for small trees). Areas with greater fire potential such as steeper slopes or more severe fire danger will require pruning heights in the upper end of this range.
    - Single specimens of trees or other vegetation may be kept if they are well-spaced, well-pruned and create an overall condition that avoids the spread of fire to other vegetation or to structures.

-Calendar Year 2017, 18, 19, 20-

Maintenance of Year 1 shaded fuel break to meet the same standard as specified for Year 1 above.

**Task 4: Bear Creek Stables Shaded Fuel Break**

See **Attachment E-9** for CalFire Defensible Space Brochure.

-Calendar Year 2016-

- Create a thirty (30) foot defensible space buffer around all facilities associated with the stable. Area is approximately 3.7 acres.
  - Removal of all non-native broom species using mechanical or manual removal.

- Removal of all *Cotoneaster* species using mechanical or manual removal.
- Removal all vegetation that is dead or dying,
- Removal of dead or dying foliage.
- Grasses to be mowed to within four (4) inches of the ground.
- Prune lower branches to a height of six (6) to fifteen (15) from the top of the vegetation below (or the lower 1/3 of branch of small trees).
- Removal all ground fuels greater than four (4) inches.

-Calendar Year 2017-

- Maintenance of year 1 thirty (30) foot defensible space to same standards as required in Year 1 above.
- Create from the thirty (30) foot defensible space to one hundred (100) foot Fuel Separation Zone. Area is approximately 10.4 acres.
  - Logs, Stumps, and Snags
    - All logs and stumps should be removed unless they are embedded in the soil. At embedded logs, remove nearby vegetation within four feet.
    - One (1) standing dead tree (snag) will be kept per acre of project area for wildlife, for a total of no more than 11 dead snags to remain. District Biologist will flag any snags to be kept.
  - Fuel Separation and Treatment
    - Prune lower branches of trees to a height of six to 15 feet from the top of the vegetation below (or the lower 1/3 of branches for small trees). Areas with greater fire potential such as steeper slopes or more severe fire danger will require pruning heights in the upper end of this range.
    - Single specimens of trees or other vegetation may be kept if they are well-spaced, well-pruned and create an overall condition that avoids the spread of fire to other vegetation or to structures.

-Calendar Year 2018, 19, 20-

- Maintenance of year 1 and year 2 defensible space zones to same standards as required in Year 1 above.

**Task 5: Summary Reports**

An Annual Summary Report of vegetation management for the previous calendar year will be submitted to the District IPM Coordinator. The annual summary reports shall be due no later than January 31 of each year.

The Annual Summary Report will contain at least the following information broken out per task:

- Person-Hours used per task per equipment used
- Herbicide usage (product and amount of concentrate) per task (if used)
- Square feet of black plastic used to cover stumps (if used)
- Original Weather Readings, documented on **Attachment E-8**, shall be appended.

The Final Summary report will contain the following information broken out per task:

- Person-Hours used per task per equipment used
- Herbicide usage (product and amount of concentrate) per task (if used)
- Square feet of black plastic used to cover stumps (if used)
- Provide short summary of changes from previous year's summary reports
- Original Weather Readings, documented on **Attachment E-8**, shall be appended.

A Final Draft will be due to the District no later than June 15, 2020. District comments will be returned by June 19, 2020. **The Final Summary Report will be due no later than June 23, 2020.**

## **OPTIONAL BID ALTERNATES**

Contract award is based on the lowest responsible responsive bid for Tasks 1-5. District, in its sole discretion, may elect to add any combination of Bid Alternates (A-D) to the Scope of Work for the selected contractor.

Please provide pricing for any or all of the following four Optional Bid Alternates which will be selected /awarded at the District's sole discretion within 90 days of receipt of bids.

All herbicide use is listed under the Optional Bid Alternates list. Contractors without the proper licensing requirements for herbicide use are encouraged to bid on non-herbicide tasks. Prospective Bidders may bid on 1, some, or all Optional Bid Alternate Tasks that they or their subcontractor are licensed for.

### **Optional Alternate Task A: Acacia and Cotoneaster Removal**

All work must be completed between September 1 and February 14 unless Contractor provides, at their cost, a District approved Biologist to survey for nesting birds no earlier than five (5) calendar days prior to work. Alternate Task A must be completed within two (2) years of the issuance of the Notice to Proceed. All associated vegetation from Alternate Task A shall be chipped and piled on site in an area to be determined by District.

Using mechanical methods, contractor will remove two (2) multi-stemmed clumps of black woods acacias (*Acacia melanoxylon*) at Upper Lake (near the BC04 permit parking lot). Clumps will be either treated with herbicide within five (5) minutes of being cut or covered with black 10ml landscape plastic and fixed to the ground using landscape staples with at least a two (2) foot radius apron from the cut stump. Using mechanical methods, one (1) large black wood acacia (*A. melanoxylon*) will be removed near the BC12 gate. Diameter at breast height (DBH) is greater than 24 inches. All associated root sprouts must be treated as well. After mechanical removal, the stumps will be treated with herbicide or covered with black 10ml landscape plastic and fixed to the ground using landscape staples with at least a two (2) foot radius apron from the cut stump.

Using mechanical methods, one (1) large clump of Cotoneaster (*Cotoneaster* sp.) near the BC01 gate, will be removed. After mechanical removal, the stumps will be treated with herbicide within five (5) minutes of being cut or covered with black 10ml landscape plastic and fixed to the ground using landscape staples with at least a two (2) foot radius apron from the cut stump.

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If 10 ml landscape plastic is used, every six months contractor shall maintain landscape plastic to original condition. Any new sprouts shall be flush cut and covered.

Payment of Alternate Task A will be lump sum.

#### **Optional Alternate Task B: General Mowing**

Using mechanical methods, woody vegetation would be mowed (i.e. broom and coyote brush), width to be at least six (6) foot wide by an undetermined length. A second pass of mowing is required on mowed areas. Mechanical treatment period is May through end of October.

Payment of Alternate Task B will be based on price per two-thousand (2,000) square feet.

#### **Optional Alternate Task C: Herbicide**

All invasive plant species able to re-sprout in Tasks 1 through 4, shall be treated with either cut stump treatment or foliar application of herbicide as outline below in the Herbicide Application Section. Plant species that will need herbicide treatment included, but are not limited to, French/Spanish/Scotch broom, *Cotoneaster* species, Himalayan blackberry, and coyote brush. Schedule for herbicide application will take place from February 1, or as soon as re-growth is at least six (6) inches in height, through March 31. Herbicide to be used include Roundup ProMax, Roundup Custom, or Milestone.

Payment of Alternate Task C will be based on an hourly rate.

#### **Optional Alternate Task D: Maintenance of New Trails (to Be Constructed by District)**

New road and trails are to be constructed by District in the next two to three years. Using mechanical and/or manual removal methods, contractor will brush patrol access roads and ATV Patrol Access trails, along with associated shoulders to the same standards as required in Task 1.

Estimated mileage of planned Patrol Access Roads is 4.3 miles. Estimated miles of planned ATV Patrol Access trails are 2.0 miles.

Chainsaw work to clear roads and trails is considered part of Alternate Task D and no additional compensation will be given.

#### **Herbicide Use (For Optional Bid Alternate Tasks A and C only)**

All workers employed by the contractor are required to have an approved California Department of Pesticide Regulations annual pesticide handler and or applicator training prior to commencement of work. Documentation of training, within the past year, must be provided to District IPM coordinator prior to application of any pesticides. All workers employed by the contractor are required to attend the District Pesticide Safety Training held annually in the spring. CE credit from CDPR will be applied for yearly for QAC/QAL persons.

At all times, herbicides will be applied at rates and in a manner consistent with current Pest Control Recommendations (**Attachment E-5**) and District Best Management Practices for Vegetation Management Activities (**Attachment E-2**). If a cut and paint method is being used, the contractor will treat stump within five (5) minutes of cutting the stump. District will be performing post treatment spot checks. Only approved herbicides, expressly incorporated into the Integrated Pest Management Vegetation Management for Access at Bear Creek Redwoods OSP

Program (**Attachment E-6**) may be used on District lands. All treatment methods will follow the District Mitigation Measures (**Attachment E-4**) outlined in Final Environmental Impact Report for the Integrated Pest Management Program.

New Pest Control Recommendations are issued on a yearly basis and new recommendations are expected on March 31, of each year. Pest Control Recommendation for the period of March 2016 through March 2017 can be found as **Attachment E-5**. Contractor will follow all herbicide label requirements, and take all industry-accepted precautions to protect the environment, including but not limited to not spraying in sensitive areas, avoiding weather conditions that might result in drift, and avoiding native plant species, unless the target species is native (such as coyote bush). Contractor shall notify the District immediately in the event of any spillage of herbicides. Contractor should immediately notify the District of any unexpected conditions encountered during the work such as the discovery of special status species or cultural resources on site.

Filing of necessary monthly pesticide reports to the appropriate county officials and to District IPM coordinator.

Blazon Colorant or equivalent shall be used to mark where spraying has occurred and avoid missing weeds or over spraying.

Contractor must be able to transport water to each respective project locations for mixing the herbicide solution. Herbicide application will require the ability to supply Contractor's operations with sufficient quantities of water in remote locations in order to properly mix the herbicide solution. Mixing of herbicide is only allowed within Bear Creek Redwoods at the water tank location. Contractor may request in writing other mixing locations to the District IPM Coordinator. The decision to allow other mixing location is at the sole discretion of the District. Water is available at the following locations:

- Bear Creek Redwoods
  - Water tank is located between gate #BC17 and the ball field
  - Lat/Long location: 37°10'49.6"N 121°59'43.7"W
- Foothills Field Office
  - 22500 Cristo Rey Drive, Cupertino, CA 95014.
- Skyline Field Office
  - 21150 Skyline Blvd, La Honda, CA 94020

Contractor is responsible for posting and removing signs during herbicide treatment as directed by District. Herbicide Notification Signs shall be placed at each end of the treatment area and any trails intersecting the treatment area, and shall be posted no later than 24 hours and no earlier than 7 days prior to start of treatment. Generally, posting shall remain in place for 72 hours after completion of spraying, but no later than 7 days after treatment has ended. Contractor shall notify District IPM Coordinator within 24 hours of the placement or removal of herbicide notification signs. The District will provide blank Herbicide Notification Signs and, but the contractor must provide sign stands. See **Attachment E-1** for an example sign.

## General Work Conditions

See Attachment E-3 for Maps of Selected Tasks.

All work associated with treatment of vegetation, such as, but not limited to preparation of herbicides and adjuvants, preparation of necessary equipment and labor, travel to and from work site, posting and removing Herbicide Notification Signs, and submitting necessary pesticide reports to the county shall be included in the rate items of the base bid.

District staff will be inspecting contractor's work performance and adherence to contract conditions at various times during and after treatment.

Sensitive sites will require the oversight of a Resource monitor to be provided by the District. Contractor will cooperate with the Resource monitor regarding avoidance of sensitive species, cultural resources, and implementation of best management practices at sensitive sites. Best management practices include but are not limited to participating in tailgate trainings, using handheld devices instead of operating motorized vehicles, no ground disturbance during treatment, allowing Resource monitor to traverse treatment area in front of equipment operators, and stopping, delaying, or modifying work area when sensitive species or cultural resources are observed. All tree work outside of Task 2 and 3 must be completed between September 1 and February 14 unless Contractor provides, at their cost, a District approved Biologist to survey for nesting birds no earlier than five (5) calendar days prior to work. A Biological monitor will be provided for any tree or shrub removal during bird nesting season, February 15 through August 31, for Task 2 and Alternate Task A only.

Due to site conditions, Contractor is required to have a chainsaw in their vehicle at all times. Chainsaw work to clear roads and trails is considered part of Task 1 and no additional compensation will be given.

All Contractor equipment must be free of invasive plant material (including seeds) and clean prior to use on work site. District staff will perform inspections on a periodic base.

**NO OPERATIONS SHALL OCCUR WITHIN 24 HOURS OF A PREDICTED RED FLAG EVENT AS DETERMINED BY THE NATIONAL WEATHER SERVICE.**

**From May 1<sup>st</sup> through the August 31<sup>st</sup>, prior to commencement of any mechanical operation, a weather sampling shall be conducted by Contractor at the site using a portable weather instrument. Additional weather sampling shall be conducted every two (2) hours thereafter until completion of mechanical operation. If the ambient temperature reaches 80 degrees Fahrenheit at any time during mechanical operation, weather samplings must be taken hourly. In the event the following readings are noted, CONTRACTOR'S OPERATIONS SHALL CEASE IMMEDIATELY!**

- Relative humidity is at or below 30%;
- Sustained wind speeds reach 10 MPH or higher.

**All weather reading will be logged on **Attachment E-8** and submitted with Task 4.**

## General Project Schedule

Task	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Brushing / Mowing											
			Tree Limbing									
2	Brushing / Mowing											
3	Brushing / Mowing											
			Tree Limbing/Felling									
4	Brushing / Mowing											
			Tree Limbing/Felling									
5				Final Report			Report					
Optional Bid Alternates												
A			Tree Removal + Herbicide									
B	To Be Determined by mutual consent of District and Contractor											
C	Herbicide Use - To Be Determined by mutual consent of District and Contractor											
D	Brushing / Mowing											
			Tree Limbing/Felling									

### Award of Contract

**Award of Contracts is anticipated to occur on June 23<sup>rd</sup>, 2016.** On site activities cannot commence prior to July 11<sup>th</sup>, 2016, by which date contractor must have obtained all requisite permits and complied with all submittal requirements. On site activities are anticipated to take approximately four calendar years (5 field seasons) as further described herein. **Project must be complete no later than June 30, 2020.**

Vegetation management will occur throughout the year; however, certain weeds require treatment at specific seasons or growth periods. Based on each project's requirements listed below, contractor must generally be available for vegetation management throughout the year although most work is expected to occur in the months of February through June. Contractor must assume full responsibility for costs associated with delays or changes to project schedule. The District expects that the schedule will be modified due to unforeseen circumstances (i.e. weather) that may occur.

## B. Bidding Documents

### 1. Invitation to Bid

#### Vegetation Management for Access at Bear Creek Redwoods

**NOTICE IS HEREBY GIVEN** that the Midpeninsula Regional Open Space District (District) will receive bids at their Administrative Office located at 330 Distel Circle, Los Altos, CA **on or before 12:00 p.m. on Wednesday, June 15, 2016** for the furnishing of all labor, materials and services required for the following designated scope of work: Vegetation Management for Access at Bear Creek Redwoods. One mandatory pre-bid meeting and site tour has been scheduled. **All bidders must attend a mandatory pre-bid meeting and site tour scheduled for 10:00 a.m. on Wednesday, June 1, 2016.** Reservations required. Contact: Lupe Hernandez at 650-691-1200 no later than **12 a.m. on Tuesday, May 31**, to make a reservation and receive directions.

Complete project information is contained within the project Bid Package, which will be available no later than Monday, May 23, 2016 online at the District's website:

[http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp)

A hardcopy is available for review at the District Administrative Office.

## 2. Instructions to Bidders

To be considered, bids must be made in accordance with these Instructions to Bidders.

### **a. CONTRACT DOCUMENT AVAILABILITY**

Each bid proposal shall be made in accordance with the Bid Package documents on file, included in this package, and available for inspection by the end of **the day on May 23, 2016** at the District website at [http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp) and at the locations below:

Builders Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 408.727.4000 408.727.2779 fax <a href="http://www.bxscco.com/">www.bxscco.com/</a>	Peninsula Builders Exchange 735 Industrial Road #100 San Carlos, CA 94070 650.591.4486 650.591.8108 fax <a href="http://www.constructionplans.org">www.constructionplans.org</a>	Santa Cruz County Builders Exchange 1248 Thompson Avenue Santa Cruz, CA 95062 831.476.3407 831.476.6349 fax <a href="http://www.scbuild.com/index.cfm">www.scbuild.com/index.cfm</a>
Builders Exchange of Alameda County 3055 Alvarado Street San Leandro, CA 94577 510.483.8890 510.352.1509 fax <a href="http://www.beac.com">www.beac.com</a>	The San Francisco Builders Exchange 850 S. Van Ness San Francisco, CA 94110 415.282.8220 415.821.0363 fax <a href="http://www.bxofsf.com">www.bxofsf.com</a>	

Electronic copies of the Bid Package are available and may be downloaded from the following link: [http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp)

A hard copy of the Bid Package document may be reviewed at the District administrative office located at 330 Distel Circle, Los Altos, CA 94022. Bidders can download and print / plot hard copies or order them through the Builders Exchange. A CD containing the Bid Package can be requested by contacting Lupe Hernandez at 650-691-1200. Please allow 24 hours and CD must be picked up at the District administrative office.

### **b. MANDATORY PRE-BID MEETING INFORMATION**

***All bidders must attend the mandatory pre-bid meeting*** which will be held at **10:00 A.M. on June 1, 2016**. Participants will meet at a prearranged parking location at or near the Bear Creek Redwoods Open Space Preserve. **To receive directions to the meeting location and notice of any weather delays, bidders must RSVP to Lupe Hernandez at (650) 691-1200 no later than 12:00 a.m. May 31, 2016. Due to logistical constraints, a maximum of 2 representatives per company will be permitted.** The mandatory pre-bid meeting will include a tour of the site. Tour participants should allow a minimum of two hours and should wear suitable footwear and appropriate dress for the open space conditions. Extreme weather conditions or other unforeseen conditions could cause the tour to be **cancelled and re-scheduled. You will be sent an e-mail the afternoon before the pre-bid meeting if it is cancelled.** The District will provide water, but attendees should bring their own food.

**c. TENTATIVE PROJECT SCHEDULE**

May 23, 2016	Request for Bids issued
June 1, 2016	<b>Mandatory Pre-Bid Meeting, 10:00 a.m. RSVP is Mandatory and must be completed by 12:00 a.m. on May 31, 2016.</b>
June 9, 2016	<b>12:00 pm. - Deadline for Bidders to pose questions.</b>
June 10, 2016	<b>12:00 p.m. - Final Addendum to Bid Package issued</b>
June 15, 2016	Bid Opening, 12:00 p.m. 330 Distel Circle, Los Altos, CA, 94022
June 22, 2016	Award of Contract by District Board of Directors Regular Meeting, begins at 7:00 p.m.
June 23, 2016	Written Notice of Award of Contract
July 5, 2016	Deadline to submit Labor and Materials Payment Bond, Performance Bond, Proof of Insurance, and signed Agreement
Week of July 11, 2016	Pre-Construction Meeting
Week of July 11, 2016	Written Notice to Proceed issued by District
July 10, 2018	Alternate A must be Completed
June 1, 2020	All Work Completed, Except Final Summary Report
June 15, 2020	Draft Final Summary Report Due
June 19, 2020	Comments From District on Final Summary Report
June 26, 2020	Final Summary Report Due
June 30, 2020	Project Close Out & Completion

**d. BID PROPOSAL GENERAL REQUIREMENTS**

Prior to submitting his/her proposal, the Bidder shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference and site walk to understand the site conditions and scope of Work. Any questions, concerns, errors or ambiguities noted by the Bidder during said examination shall immediately be called to the attention of the District Representative prior to a submission of a bid. The District will issue addenda with interpretation of the cited questions, concern, error or ambiguity. No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this Bid Package if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

*Examination of Site.* Attention is directed to Bidder's obligation to examine the Work site; compare the site with the Plans and Specifications; determine any site variation that affects the Bid; and investigate the conditions of existing clearances, restrictions, or limitations that affect access to the Work. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

*Examination of Contract Documents.* Bidder shall examine the Contract Documents to verify that there are no missing pages or sheets and shall obtain and examine any and all missing material prior to submitting the Bid.

*Contract Documents Addenda.* Explanations or interpretations will be made by District in the form of addenda to the documents and furnished to all bidders. **Oral explanations and interpretations made**

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**prior to the Bid opening shall not be binding.** All questions to the District must be made by the General Contractor. No questions from proposed Subcontractors will be received. Written addenda modifying Bid Package documents will be emailed, mailed or faxed to the Builders Exchanges listed above and to all prospective Bidders that attend the pre-bid meeting or otherwise submit a written request for notice of addenda.

Addenda will also be posted on the District's website at [www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp). The final Addendum will be furnished no less than 72 hours prior to the opening of Bid Proposals. **Addenda must be referred to by number and date on the Bid Proposal form.** It is the Bidder's obligation to consider all addenda before submitting a Bid Proposal.

*Form and Delivery.* The Bid Proposal must be submitted on the Bid Proposal form supplied with these instructions. Alterations to the printed text are not permitted. **Every blank on the enclosed Bid Proposal form should be filled out completely (or provided in another format). Either cross out or insert "N/A" in the blanks that are not applicable. Bid Proposals containing blanks may be disqualified, at the District's sole discretion. If the Bidder is not bidding on a specific project, they do not need to fill out that specific project Bid Form.** The Bid Proposal must be delivered (with enclosures, if any) to the following address, in a sealed envelope marked "[Vegetation Management for Access at Bear Creek Redwoods OSP]":

Midpeninsula Regional Open Space District  
Attention: Coty Sifuentes  
330 Distel Circle  
Los Altos, CA 94022-1404

Bid Proposals will be received only at the address identified above. If the Bid Proposal is mailed via the United States Postal Service, it must be sent by certified or registered mail, return receipt requested; if sent by courier or commercial carrier, it must have a tracking number or proof of receipt, and be received by the District prior to **12:00 p.m. June 15, 2016**. **Bid Proposals will not be accepted via fax or email.**

***Bid Proposal Opening Information.*** Sealed Bid Proposals shall be publicly opened at **12:00 p.m. on June 15, 2016**. Any Bid Proposal not delivered before the time set for the opening of bids will be returned unopened. Incomplete Bid Proposals may result in bid rejection, in District's sole discretion. Bid Proposals are expected to be presented to the Board of Directors of the District at their regular meeting on June 22, 2016. The Board will take formal action at that time to determine whether, and to whom, to award the contract(s).

**e. BID SUBMITTAL**

Bidders shall execute and submit the attached Bid Proposal form. Each Bid Proposal must give the full business address of the Bidder, and be signed by him/her. Bid Proposals by corporations must identify the legal name of the corporation, be signed by an authorized officer of the corporation, and include a corporate resolution conferring such authorization. Bid Proposals by partnerships must furnish the full name of all partners and must be signed by one of the partners. After the signature, the Bid Proposal shall designate the position of the person signing.

Vegetation Management for Access at Bear Creek Redwoods OSP

The following forms are to be executed and submitted by Bidders with Bid. **Bid Proposals must include the following:**

- Attachment 1: Bid Proposal
- Attachment 2: List of Subcontractors
- Attachment 3: Noncollusion Affidavit
- Attachment 4: Bid Bond

Bid Proposals should not include the agreement forms attached to this document. These are provided as samples only and will be modified to each project as needed after bid selections.

***f.* BID NON-REVOCABLE**

In consideration of District's reliance on and investigation and consideration of the Bid Proposal of the undersigned, the undersigned agrees that such Bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the Bid opening even though an award is made to another Bidder. Thereafter, such Bid shall be automatically relieved.

***g.* BID GUARANTEE**

No Bid will be considered unless accompanied by a guarantee in the amount of ten percent (10%) of the Total Annual Base Bid, which shall be one of the following: (a) a Bid Bond supplied in the enclosed Bid Form written by an admitted surety satisfactory to the District in its sole discretion, (b) a certified or cashier's check made payable to the District, or (c) a cash deposit. In the event a successful Bidder fails to satisfy all conditions for accepting the award within the stated time limits, the District may declare the Bidder's Bid Guarantee in default. Bidder acknowledges that the amount of actual damages the District would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guarantee shall be kept by the District as liquidated damages and agrees that the District may then award the work to any other bidder or may call for new bids. **All Bid Guarantees will be held until after an award is made, an Agreement entered into, and required bonds and proof of insurance provided for the Work, at which time they will be returned.**

***h.* NONCOLLUSION AFFIDAVIT**

No bid will be considered unless accompanied by a fully executed Noncollusion Affidavit, which is supplied with these instructions.

***i.* LICENSE REQUIREMENTS**

Under California Business and Professions Code §7000 through § 7145, commonly known as the "Contractor's License Law," Contractors bidding on this project must possess a Contractor's License (B, C-27, or D-49).

*If bidding on Optional Bid Alternate Tasks A or C,* Contractor (or subcontractor) must possess a Pest Control Business License, and a current and valid Qualified Applicator License or Qualified Applicator Certificate at the time of bid submittal and throughout the term of the Contract with qualifications in:

- Landscape Maintenance (Category B),

- Right-of-way (Category C),  
or

- Forest (Category E).

Contractor will be required to register with Santa Clara Counties. All subcontractors must possess an appropriate license that is current and valid at the commencement of and throughout the Term of the Agreement.

***j.* INELIGIBLE CONTRACTORS**

No contractor or subcontractor who is ineligible to Bid on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code may Bid or work on the Project.

***k.* BOND AND INSURANCE REQUIREMENTS**

The successful Bidder(s) shall obtain and maintain in full force, workers compensation insurance (California Labor Code §§ 1860 & 1861) and commercial general liability and automobile insurance as further described in the Agreement. Bond and Insurance requirements are further described in the Agreement.

***l.* PREVAILING WAGES**

As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this project. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training.

Prevailing wage information can be found at the following website:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

As of March 1, 2015, contractors and subcontractors listed on bid proposals must be registered with the California Department of Industrial Relations (DIR) in order to be eligible to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed on public works projects is subject to compliance monitoring and enforcement by the DIR. More information can be found at the following website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

***m.* NON-DISCRIMINATION**

The successful Bidder and its subcontractors must comply with all applicable state and federal equal employment opportunity and affirmative action laws throughout the term of the Contract.

***n.* RESPONSIBLE BIDDER**

It is the intention of the District to award a contract to the responsible Bidder with the lowest responsive Bid. Public Contract Code §1103 defines “responsible bidder” as “a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract.” This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the District not to be responsible due to a failure to meet these requirements shall have his/her Bid disqualified.

***o.* RESPONSIVE PROPOSAL**

The District will award the contract to the lowest responsible bidder submitting a responsive proposal based on the information contained in the bid. The lowest bid shall be the lowest bid price on the Total Base Bid. District may contact firms to clarify information contained in their proposal. The District reserves the right to reject any or all proposals and to waive any conditions or formalities.

**Every blank on the enclosed Bid Proposal form should be filled out completely (or provided in another format). Either cross out or insert "N/A" in the blanks that are not applicable. Bid Proposals containing blanks may be disqualified.**

Before contract is awarded the District may, at its discretion, require from the bidders further evidence of qualification, ability to perform, and financial responsibility, and may consider such evidence in making the decision on the award of such proposed contract. In addition, District may require that Contractor submit a complete disclosure of contractor's staffing level, current and anticipated workload, and affirm that they can meet all project requirements and have the personnel and equipment to complete the project within the budget and schedule stipulated in the Contract Documents. Notwithstanding Contractor's affirmation that they can meet the project requirements, if District, in their review of Contractors past performance, finds documented evidence of inability to meet project schedule or cost requirements, District will have cause to reject the Bid. Refer to Item 16.

Criteria for a responsive proposal from a responsible bidder include but are not limited to the following general requirements:

- Qualifications and appropriate licensing of assigned personnel,
- Prior experience performing mowing operations along road ways,
- Prior experience identifying invasive species,
- Prior experience felling and chipping tress,
- Prior experience avoiding non-target plants, sensitive species, and water,
- Ability to adhere to CalFire defensible space prescription
- Ability to perform weather readings using a handheld weather station,
- Ability to perform work in a timely manner within the anticipated project schedule,
- For Optional Bid Alternate Tasks A or C, the contractor has provided annual pesticide handler and or applicator training to all workers.

***p.* RIGHT TO REJECT BIDS**

The District reserves the right to reject any or all Bid Proposals, to waive any informality, minor technical defect, or irregularity in Bid Proposals, and to accept or reject any items of a Bid Proposal. The District, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of the Bid Proposal form, drawings, specifications, or other contract documents. The District reserves the right to reject any and all bids. District will reject bids from any contractor for whom there is documented evidence of project schedule delays and cost overruns and / or documented inability to meet project performance requirements.

***q.* WITHDRAWAL OF BIDS**

Bid Proposals may be withdrawn prior to the opening only by a signed, written notice received by the District Representative prior to the commencement of the Bid Proposal opening.

**r. BID PROTESTS**

A bidder who intends to protest the apparent low bid must submit the protest to the District project manager within five (5) working days after the District's issuance of the Memorandum of the Bid Opening, excluding Saturdays, Sundays and District holidays. The Memorandum of the Bid Opening is normally issued by District staff on the day of the Bid Opening to all bidders, identifying the apparent low bidder.

- 2.r.1. The bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or contract documents, or reference to specific statutes, that form the basis for the protest. The protest must be signed by the party filing the protest. Failure to give written notice by Close of Business on the fifth working day following issuance of the Memorandum of the Bid Opening shall waive the right to protest.
- 2.r.2. Notification by personal delivery, overnight courier, email and/or facsimile is sufficient. If the written protest is sent by facsimile, Protesting Bidder must provide a FAX (facsimile) number and verify that the pages were all received by the District project manager.
- 2.r.3. The protest may be withdrawn at any time while under consideration by the District.
- 2.r.4. Review by District
  - 2.r.4.1. The District project manager will notify the apparent low bidder of the bid protest.
  - 2.r.4.2. The District will afford the apparent low bidder the opportunity to submit a response to the written protest.
  - 2.r.4.3. The District will review timely protests prior to awarding the contract. The District is not be required to hold an administrative hearing to consider a bid protest, but may do so at the sole option of the Assistant General Manager, or if otherwise legally required. The AGM or his/her designee shall consider the merits of any timely protests and make a final determination thereon.

**s. BASIS OF CONTRACT AWARD**

Definitions:

- (a) The **Total Base Bid** is the contractor's Bid for all items listed in the Bid Proposal;
- (b) For a definition of **Responsible Bidder**, see Instructions to Bidders, Item 14.

The contract will be awarded to the lowest Responsible Bidder, as defined above under Responsive Proposal considering the following factors:

- (a) If the lowest *Total Base Bid* is equal to or less than the *Project Budget* (as stated in *Instructions to Bidders*), the contract will be awarded to that Bidder;
- (b) If the lowest *Total Base Bid* is greater than the *Project Budget*, that Bidder may be awarded the contract, or, all Bids may be rejected, at the sole discretion of the District;
- (c) In the event of a tied low bid, the award would be based on a coin toss or equivalent random selection process.
- (d) Notwithstanding the above, District always reserves the right to reject any or all of the Bids at its sole discretion.

***t.* NOTICE OF AWARD**

Immediately after Board action, the District Representative will notify the Contractors in writing of award of the contracts. Contractors shall provide District Representative a Labor and Materials Payment Bond, Performance Bond, Proof of Insurance, and signed Agreement within ten (10) calendar days of Award of Contract.

### 3. Location Map of Bid Opening



Midpeninsula Regional  
Open Space District

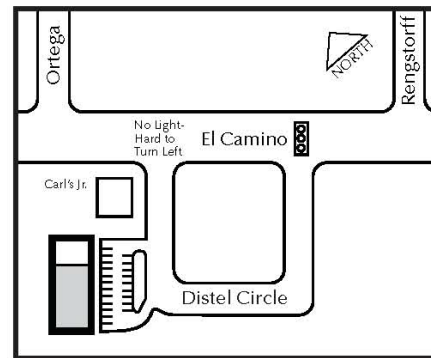
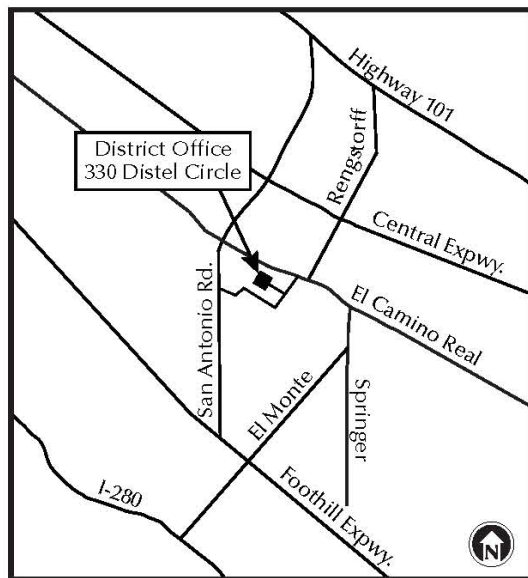
#### Directions to the Administrative Office

330 Distel Circle, Los Altos, CA 94022

Phone: 650.691.1200

From Highway 101 in Mountain View, take the Rengstorff Avenue exit. Drive southwest on Rengstorff Avenue for approximately 2 miles. Turn right at El Camino Real. Turn left on Distel Circle. (Look for the Carl's Jr. restaurant at the corner of El Camino and Distel Circle. There is no traffic signal at the intersection.) The District office is the second building on the right.

From I-280 in Los Altos, take the El Monte Avenue exit. Drive northeast on El Monte Avenue for approximately 2.5 miles. Turn left on El Camino Real and drive half a mile. Turn left on Distel Circle. (Look for the Carl's Jr. restaurant at the corner of El Camino and Distel Circle. There is no traffic signal at the intersection.) The District office is the second building on the right.



## C. Bid Forms

### 1. BID PROPOSAL FORM

(To be executed by Bidder and Submitted)

**Project Name:** Vegetation Management of Recreational Facilities  
**Location:** Bear Creek Redwoods Open Space Preserve  
**Budget Code:**  
**Scope of Work:** Vegetation Management of Patrol Access Roads, including chemical application

**District Representative:** Coty Sifuentes  
Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022  
(650) 691-1200

The undersigned has carefully examined the site conditions for the Work, attended the Mandatory Pre-Bid Meeting, reviewed all documents in the Bid Package, including the Drawings, Plans and Specifications, accepts all terms and conditions of the Agreement, and has reviewed the following Addenda (fill in blanks below as appropriate to the number of Addenda issued for the project):

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_,

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_,

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_.

All herbicide use is listed under the Optional Bid Alternate Tasks list. Contractor without the proper licensing requirements for herbicide use are encourage to bid with or without a properly licensed herbicide subcontractor.

Prospective Bidder must be a Registered Public Works Contractor:

PWC Registration or License Number: \_\_\_\_\_

**Optional Bid Alternate Tasks A or C only.** Prospective Bidder must hold a valid Pest Control Business License:

☐ Below information is for the subcontractor to perform Herbicide Work.

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

Business Type (PCM or MGB): \_\_\_\_\_

License Number: \_\_\_\_\_

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

**Optional Bid Alternate Tasks A or C only.** All herbicide applications must be supervised by an individual who holds a valid Qualified Applicator License or Qualified Application Certificate in at least one of the following categories: Landscape Maintenance (B), Right-Of-Way (C), or Forest (E).

Prospective Bidder must list personnel supervising herbicide applications with required information below:

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

Type (QAL or QAC): \_\_\_\_\_

License Number: \_\_\_\_\_

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

Category (B, C, or E): \_\_\_\_\_

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

Type (QAL or QAC): \_\_\_\_\_

License Number: \_\_\_\_\_

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

Category (B, C, or E): \_\_\_\_\_

**a. BASE BID**

**Qualifications Checklist:**

Prospective Bidders must check each box to certify that the statement is true.

Firm has ...

- ☐ Prior experience performing mowing operations along road ways,
- ☐ Prior experience identifying invasive species,
- ☐ Prior experience felling and chipping trees,
- ☐ Prior experience avoiding non-target plants, sensitive species, and water,
- ☐ Ability to adhere to CalFire defensible space prescription,
- ☐ Ability to perform weather readings using a handheld weather station,
- ☐ Ability to perform work in a timely manner within the anticipated project schedule.

Based upon that review, the undersigned proposes to furnish all labor, materials, services, and equipment required to complete the Work for the following amount:

<i>Task No.</i>	<i>Description of Item</i>	<i>Measurement</i>	<i>Annual Lump Sum</i>	<i>Contract Term</i>	Subtotal = annual lump sum x contract Term
			<i>a</i>	<i>b</i>	Subtotal = a x b
<b>1.</b>	a. Mowing Patrol Access Roads	~12.6 miles	\$_____	1 year	\$_____
	b. Maintenance of Patrol Access Roads		\$_____	3 years	\$_____
	c. Mowing ATV Access Trails	~4.3 miles	\$_____	1 year	\$_____
	d. Maintenance of ATV Access Trails		\$_____	3 years	\$_____
<b>2.</b>	a. Mowing Emergency Landing Zones	~1.8 acres	\$_____	1 year	\$_____
	b. Maintenance		\$_____	3 years	\$_____

3.	a. Hwy 17 Shaded Fuel Break	~15.2 acres	\$_____	1 year	\$_____
	b. Maintenance		\$_____	3 years	\$_____
4.	a. Bear Creek Stables Shaded Fuel Break (30 foot)	~3.7 acres	\$_____	1 year	\$_____
	b. Maintenance (30 foot)		\$_____	3 year	\$_____
	c. Bear Creek Stables Shaded Fuel Break (30-100 feet)	~10.4 acres	\$_____	1 year	\$_____
	c. Maintenance of 30-100 feet		\$_____	2 years	\$_____
5.	a. Summary Reports, FY 2016, 17, 18	N/A	\$_____	3 years	\$_____
	b. Final Summary Report, FY2019		\$_____	1 year	\$_____
	TOTAL Base Bid for Project over 4 years (sum of 1-5 subtotals)				\$_____
	Average Annual Base Bid for purpose of Bid Guarantee (= Total Base Bid/4)				\$_____

**IMPORTANT NOTE:** All work associated with treatment of vegetation, such as, but not limited to preparation of herbicides and adjuvants, preparation of necessary equipment and labor, travel to and from work site, posting and removing Herbicide Notification Signs, and submitting necessary pesticide reports to the county are assumed to be included in the rate items of the base bid.

### a. Optional Bid Alternate Tasks

#### Qualifications Checklist:

Prospective Bidders for Optional Bid Alternate Tasks A or C must check each box to certify that the statement is true. Prospective Bidders may bid on 1, some, or all Optional Bid Alternates that they or their subcontractor as licensed for.

Firm (or subcontractor) has ...

- ☐ Ability to provide annual pesticide handler and or applicator training to all field workers (Bid Alternate Task A or C only).

Based upon that review, the undersigned proposes to furnish all labor, materials, services, and equipment required to complete the Work for the following amount:

<i>Alternate Task</i>	<i>Description of Item</i>	<i>Price</i>	<i>Contract Term</i>
<i>A</i>	Acacia and Cotoneaster Removal	\$_____ (Lump Sum)	
<i>B</i>	a. Maintenance of New Patrol Access Roads to Be Constructed	\$_____ (mile*/year)	
	b. Maintenance of New ATV Access Trails to Be Constructed	\$_____ (mile*/year)	
<i>C</i>	General Mowing	\$_____	Per 2,000 square feet
<i>D</i>	a. Herbicide Use – Backpack Sprayer	\$_____	Per Hour
	b. Herbicide Use – Hand-Controlled Wand Power Sprayer from ATV	\$_____	Per Hour
	c. Herbicide Use – Hand-Controlled Wand Power Sprayer from 4 wheel drive truck	\$_____	Per Hour
* prorated to the nearest 0.1 mile			

**IMPORTANT NOTE:** All work associated with treatment of vegetation, such as, but not limited to preparation of herbicides and adjuvants, preparation of necessary equipment and labor, travel to and from work site, posting and removing Herbicide Notification Signs, and submitting necessary pesticide reports to the county are assumed to be included in the rate items of the base bid.

**b. EXPERIENCE**

List three recently (within last 5 years) completed jobs of comparable scope, the contract amount, names, and telephone numbers of contract officers. Use additional sheets as necessary. Please provide information regarding your firm's experience performing mowing operations along road and trails side, safe application of herbicides and cutting invasive plants in remote, wildland locations; identifying invasive plants; and identifying, avoiding and protecting sensitive natural resources during treatment. Include any additional information as may be required to describe the work.

Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

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- c. **NONCOLLUSION CERTIFICATION.** The undersigned has executed and hereby submits the Noncollusion Affidavit (**Attachment C-5**), in accordance with Public Contracts Code Section 7106.
- d. **BID GUARANTEE.** No Bid will be considered unless accompanied by a guarantee in the amount of ten percent (10%) of the **Total ANNUAL Base Bid**, which shall be either a **BID BOND (Attachment C-6)** written by an admitted surety satisfactory to the District in its sole discretion, a certified or cashier's check made payable to the District, or a cash deposit. In the event a successful bidder fails to satisfy all conditions for accepting the award (i.e. executed Agreement, provision of required bonds and proof of insurance) within the stated time limits, the District may declare the bidder's Bid Guarantee in default. Bidder acknowledges that the amount of actual damages the District would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that the amount of such Bid Guarantee shall be kept by the District as liquidated damages and agrees that the District may then award the work to any other bidder or may call for new bids. All Bid Guarantees will be held until after an award is made, an Agreement entered into, and required bonds and proof of insurance provided, at which time they will be returned.
- e. **DISCLOSURE.** The names of all persons financially interested in this Bid Proposal are as follows:

Bidder, or any partner of Bidder, is a corporation, provide the legal name of the corporation, the state of its incorporation and the name and address of the President and of the Secretary. If Bidder is a partnership, provide name of the firm and names and addresses of all individual co-partners. Use additional sheets as necessary. If Bidder is an individual, provide the first and last name and address.

Name of Corporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of Officer/Shareholder

Title

Address

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Bidder(s)/Partner(s) (If not a corporation)

_____
_____
_____

**WITHDRAWAL OF BIDS.** Bids may be withdrawn prior to the opening of bids only by a signed, written notice received by the District Representative prior to the commencement of the bid opening. In consideration of District's reliance on and consideration of this Bid Proposal, the undersigned agrees that such Bid Proposal shall be irrevocable upon opening and shall not be withdrawn for sixty (60) calendar days following the bid opening even though award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

I make the above Bid and declare under penalty of perjury that the statements made in this Bid Proposal are true and correct.

FULLY EXECUTED at \_\_\_\_\_,  
City \_\_\_\_\_ State \_\_\_\_\_  
on \_\_\_\_\_  
Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Signature<sup>1</sup> \_\_\_\_\_ Title \_\_\_\_\_

Name (please type or print) \_\_\_\_\_

Federal Employer I.D. Number \_\_\_\_\_

License Type \_\_\_\_\_

License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name of Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (Bus) \_\_\_\_\_ Phone (Cell) \_\_\_\_\_

Email \_\_\_\_\_

<sup>1</sup> An authorized person for the Bidder must sign this Bid Proposal. If the Bidder is a partnership, a general partner must sign. If the Bidder is a corporation, an authorized officer of the corporation must sign and a corporate resolution conferring such authority must be provided.

### 3. LIST OF SUBCONTRACTORS

(To be executed by Bidder and Submitted with Bid)

Contractor must set forth the name, address, phone number, type and cost of work, and proof of required license for each subcontractor who will perform work or render services in any amount exceeding one-half percent (1/2%) of the total bid according to provisions of the California Public Contract Code §4100 through §4113. Each subcontractor must be licensed by the State of California Department of Consumer Affairs for the portion of work they perform in accordance with Contractor's License Law. Please attach as many sheets as necessary.

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

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

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

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

Type of Work: \_\_\_\_\_

Cost of Work: \_\_\_\_\_

Required License: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Type of Work: \_\_\_\_\_

Cost of Work: \_\_\_\_\_

Required License: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Type of Work: \_\_\_\_\_

Cost of Work: \_\_\_\_\_

Required License: \_\_\_\_\_

**3. NONCOLLUSION AFFIDAVIT**  
(To be executed by Bidder and Submitted with Bid)

State of California

County of \_\_\_\_\_

(Name of party bidding) \_\_\_\_\_, under penalty of perjury, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

#### 4. BID BOND

(Note: Bidder must use this form if Bid Guarantee is a Bond)

**KNOW ALL PERSONS BY THESE PRESENTS** THAT [name of Bidder] (hereinafter Principal), as Principal, and [name of Surety], a corporation organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_ and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the Midpeninsula Regional Open Space District, a California Special District, (hereinafter called the Oblige) in the just and full sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) \_\_\_\_\_ lawful money of the United States of America, for the payment of which we hereby bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS**, the Principal is about to hand in to the Oblige a Bid for the project known as **Vegetation Management of Recreational Facilities** in accordance with the Contract Documents filed in the office of the Oblige and under the notice inviting proposals therefor.

**NOW, THEREFORE**, if the Bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, and furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Oblige, Midpeninsula Regional Open Space District.

**IN WITNESS WHEREOF**, Principal and Surety have caused these presents to be duly signed and sealed this day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Attorney-in-Fact

**State of California,**

**County of** \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

Seal

## **D. Agreement Forms**

Notice to Bidders:

Documents in the following section are not to be submitted with Bid Proposal. They will be signed and submitted at time of Award of Contract. Agreement Forms are provide here only as an example and will be modified to incorporate Project-specific details at the time of execution.

# **LEVEL 4 AGREEMENT**

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## **Vegetation Management of Recreational Facilities**

**Bear Creek Redwoods**

**Santa Clara County, California**

**Date: June 2016**

**AGREEMENT  
Level Four**

**1. Project Name:** Vegetation Management of Recreational Facilities

**2. Parties.**

District: Midpeninsula Regional Open Space District  
Attn: Coty Sifuentes, District Representative  
330 Distel Circle  
Los Altos, CA 94022-1404  
(650) 691-1200  
(650) 691-0485 (facsimile)

Contractor:

---

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**3. Scope of Work.**

**a. [Scope of work to be inserted as described above]**

**b. Contract Documents.** The Contract consists of the following:

Level Four Agreement & General Conditions of the Agreement

- Exhibit A: Agreement Scope of Services and Rates (Contractor Bid Proposal Form)
- Exhibit 1: Labor and Materials Payment Bond
- Exhibit 2: Performance Bond
- Exhibit 3: Worker's Compensation Certificate
- Exhibit 4: Proposed Change Order Request Template
- Exhibit 5: Change Order Template

Attachments

- E-1: Herbicide Notification Sign
- E-2: District Best Management Practices
- E-3: Project Maps
- E-5: District Mitigation Measures
- E-6: Pest Control Recommendations
- E-7: Approved Pesticides
- E-8: General Project Schedule

(a) *“Not in Contract” (N.I.C.) Items.* Any portions of the Project identified by the notation “N.I.C.” on Drawings, Maps, and Specifications will be performed before or after Contractor’s Work and are not part of the Work.

**4. Term.**

The Term of this Agreement shall commence on the date of execution hereof by District’s General Manager and shall end on June 30, 2020.

The Project shall terminate upon the filing of the *Notice of Completion* by District Representative as more specifically set forth in the General Conditions.

**5. Contract Price.**

Upon Acceptance of the Work by District Representative, District agrees to pay Contractor, as full compensation for the Work, the rates set forth in the Bid Form (**Exhibit A**). Notwithstanding the above, the total amount to be paid under this Contract shall not exceed \$XXX,XXX.XX over four years.

Partial payment shall not constitute final Acceptance of any Work or relieve Contractor of any obligations hereunder.

**6. Cash Allowances.**

Contractor declares that the Contract price includes all expenses (including permit fees) and profit. Contractor shall make no demand for additional expenses and/or profit for work in this Contract.

**7. Beginning and Completion of Work.**

Contractor shall provide District Representative with all certificates and licenses required for performance hereunder within ten (10) days of the commencement of the Term of this Agreement, not including County permits. Contractor agrees that permit application(s) to the County shall be submitted within five (5) working days from the date of issuance of a written *Notice to Proceed with Permitting*. Contractor agrees that the Work shall be fully completed to District Representative’s satisfaction within four (4) years from the date of issuance of a written *Notice to Proceed*. Contractor shall not start any onsite construction work until such *Notice to Proceed* is issued. Working days shall mean every day except Saturday, Sunday, and Legal Holidays as hereinafter defined. Contractor may request to work on Saturday or Sunday with at least seven (7) days advance notice to the District Representative; approval is at sole discretion of the District.

**8. Licensing.**

Under California Business and Professions Code §7000 through § 7145, commonly known as the “Contractor’s License Law”, Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of this Agreement. The Licenses required by this Agreement:

- Contractor’s License (B, C-27, or D-49);
- Pest Control Business License;
- Qualified Applicator License or Qualified Applicator Certificate in at least one of the follow categories:
  - Landscape Maintenance (B)

- Right-of-Way (C)
- or
- Forest (E).

## 9. Insurance and Bonds.

Contractor shall provide, and keep in full force and effect during the Term of this Agreement, at Contractor's sole cost and expense, policies of insurance with companies licensed to do business in the State of California that are acceptable to District for the Coverages as more particularly set forth below. Contractor shall keep all required policies in full force and effect until final acceptance of the Work by District.

- (a) *Certificates of Insurance.* Contractor shall, within five (5) calendar days after *Notice of Award*, supply District with an acceptable Certificate of Insurance. An authorized insurance agent or broker must complete, execute and provide District with a Certificate of Insurance (ACORD 25-S, or a successor or comparable form, subject to prior approval by District) before a *Notice to Proceed* may issue. District reserves the right to cancel the contract if these requirements are not met within 30 calendar days of the *Notice of Award*.
- (b) *Endorsements.* The General and Automobile Liability policies must be endorsed to name District as an additional insured and must be on a primary non-contributing basis in relationship to any other insurance available to District. All policies taken out by Contractor insuring work and materials supplied must list District as an additional insured and be payable to Contractor and District. All policies shall contain a provision that they shall not be canceled or materially changed without thirty (30) calendar days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of the Agreement.
- (c) *Coverages.*
  - i. *Workers' Compensation Employer's Liability* coverage as required by statute, in full compliance with California Labor Code §3700, and containing a waiver of subrogation in favor of District. Contractor hereby acknowledges having read and understood the provisions of the California Labor Code §3700, which require every employer to be insured against liability for workers' compensation or that they undertake self-insurance in accordance with the provisions of that code, and Contractor agrees to comply with such provisions before commencing the Work. Acknowledgment shall be in the form included herein and attached hereto as **Exhibit 2**.
  - ii. *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage in the amount of \$2,000,000.00 per occurrence.
  - iii. *Business Automobile Liability* coverage including owned, non-owned and hired vehicles in an amount of no less than \$1,000,000.00 per occurrence.
  - iv. *Subcontractor(s) Insurance Requirements.* Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

## 10. Contractor's Indemnification Of District

- i) Contractor agrees to indemnify, hold harmless, defend, and protect District, its officers, directors, agents and employees from any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including all reasonable attorney's fees), penalties, judgments or obligations whatsoever arising out of or in connection with any injury, death, or damage to any person or property or pecuniary or monetary loss that results from, arises out of, or in any way relates to the activities of Contractor both on and off the Project, including but not limited to claims related to the presence, use or disposal of hazardous materials, except for injury or damage resulting from the sole negligence or willful misconduct of District.
- ii) *Claim.* In the event a Contractor becomes aware that a claim has been, or is likely to be, made against District, its officers, directors, agents or employees, or they or District is named a co-defendant in any action concerning the Contract, Contractor shall immediately notify District. District may retain legal counsel at Contractor's sole expense and Contractor shall reimburse District for all legal expenses, including reasonable attorney's fees, spent in representing District.
- iii) *Apportionment of Liability.* In the event that a judge in a court of competent jurisdiction makes an apportionment of liability between District and Contractor, neither District nor Contractor shall request that a jury determine apportionment of liability. Contractor shall indemnify and hold harmless District as set forth above, unless the court determines that the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District.
- iv) *Waiver.* Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage to property, and hereby releases District from any and all liability related to or in any way connected to Contractor's activities or Contractor's use of the Project site, premises or facilities.
- v) *Contractor Responsibility.* Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, its employees, agents, and officers) from any and all injuries, deaths or damages.
- vi) *Mutual Responsibility Of Contractors.* If Contractor causes damage to the work or others, or willfully or negligently delays another contractor or subcontractor in the performance of other work, Contractor is hereby obliged to attempt to settle such claim with such contractor or subcontractor by agreement. If a contractor or subcontractor serves written notice on District of Contractor's failure to meet this obligation or to settle the claim by agreement, District shall notify Contractor in writing of the pending claim. Contractor shall defend itself (and District if included in claim) at Contractor's sole expense, including the payment of District's attorney fees. Contractor shall pay all costs, expenses and liabilities incurred by District as a result of

any judgment in favor of another contractor.

Contractor further agrees to the District General Conditions for Indemnity and Assumption of Risk as detailed in Article 5 of the General Conditions attached hereto and incorporated herein by this reference.

**11. Laws Applicable To District Incorporated.**

(a) This Contract is subject to all Federal, State and local laws, regulations, ordinances, and governing codes, controlling, affecting, or enacted by the Midpeninsula Regional Open Space District. All such laws, regulations, ordinances, and codes are made a part of this Contract as if set forth fully herein.

(b) In compliance with California Government Code §4552 and California Public Contract Code §7103.5, the text of those codes are herein reproduced in full:

GC §4552. Submission of bids to public purchasing body; agreement to assign

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

PCC §7103.5. Unfair business practices claims; assignment to awarding body

(c) As used in this section:

“Public works of contract” means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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 public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor without further acknowledgement by the parties.

**12. Assignment.**

Contractor shall not assign its rights or obligations under this Contract without the prior written consent of District Representative, which consent shall not be unreasonably withheld. Contractor shall not assign any monies due Contractor without the written consent of District. Any assignment or delegation without the written consent of the other party shall be void.

**13. Taxes.**

Contractor agrees and states that all taxes arising incidental to this Contract shall be paid in a timely manner by Contractor and are included in the Contract price.

**14. Federal Manufacturer's Excise Tax.**

District is exempt from Federal Manufacturer's Excise Tax. The manufacturers of items subject to such tax are entitled to a refund or credit for that tax on presentation of District's exemption certificate for items furnished exclusively to District. Contractor shall not be entitled to claim any additional monies for taxes paid where this exemption is available.

**15. Attorneys' Fees.**

If legal action shall be brought by either of the parties, the party prevailing in said action shall be entitled to recover from the party not prevailing the costs of the suit and reasonable attorney's fees. For purposes of this Agreement, the reasonable fees for attorneys who are employees of District shall be based on the fees regularly charged by private attorneys with an equivalent number of years of experience in the subject matter area of the law actively practicing within the San Francisco Bay Area.

**16. 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 above; (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.

**17. Miscellaneous.**

- (a) Should any provision of this Agreement prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provision hereof, and such

remaining provisions shall remain in full force and effect.

- (b) Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- (c) Any executed copy of this Agreement shall be deemed an original for all purposes.
- (d) This Agreement may be executed in counterparts, which counterparts shall together constitute one agreement if signed by both parties.
- (e) This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- (f) The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either party.
- (g) Except to the extent that it provides a part of the definition of a term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof nor taken as a correct or complete segregation of the several units of materials and labor.
- (h) 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.
- (i) The terms "shall," "will", "must" and "agree" are mandatory. The term "may" is permissive.
- (j) 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.
- (k) 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.
- (l) The recitals to this Agreement are incorporated in this Agreement by this reference thereto.
- (m) No responsibility either direct or implied will be assumed by District for omissions or duplications to Contractor or any subcontractors due to real or alleged error in arrangement of material in the Contract Documents. This Agreement with all attachments and the Project Scope Documents (e.g., General Conditions, Supplemental Conditions, the Agreement with all Exhibits, and the project Specifications, Drawings, and all Addenda, Clarifications and Modifications incorporated herein by reference or listed in the Agreement), constitute the "Contract Documents" and together represent the entire, integrated Agreement as to the Work contracted for between the parties. It supersedes all prior negotiations, representations or agreements, whether written or oral. The Contract Documents are complementary. Work shown on the Plans and not mentioned in the Specifications, or vice versa, is to be executed as if in both.

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

Name and Title (please type or print)

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Federal Employer I.D.

\_\_\_\_\_

License Number

\_\_\_\_\_

Expiration Date

Fully executed at Los Altos, California for the  
***Midpeninsula Regional Open Space District:***

\_\_\_\_\_  
Stephen E. Abbors, General Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jennifer Woodworth, District Clerk

Approved as to form:

\_\_\_\_\_  
Sheryl Schaffner, General Counsel

**GENERAL CONDITIONS**

**Of the Agreement**

**Invasive Species Management, 2016-2018**

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## EXHIBITS

- Exhibit A: Agreement Scope of Services and Rates (Contractor Bid Proposal Form)
- Exhibit 1: Labor and Materials Payment Bond
- Exhibit 2: Performance Bond
- Exhibit 3: Worker's Compensation Certificate
- Exhibit 4: Proposed Change Order Request Template
- Exhibit 5: Change Order Template

### Attachments

- E-1: Herbicide Notification Sign
- E-2: District Best Management Practices
- E-3: Project Maps
- E-5: District Mitigation Measures
- E-6: Pest Control Recommendations
- E-7: Approved Pesticides
- E-8: General Project Schedule

## **GENERAL CONDITIONS**

### **Of the Agreement**

#### **Vegetation Management of Recreational Facilities**

## **ARTICLE ONE**

### **DEFINED TERMS**

**1.1 Defined terms.** For the purposes of the Contract Documents, the following terms shall have the meanings set forth below.

**Addendum:** A document containing supplementary details, instructions or information issued by District prior to execution of the Agreement, which modifies, clarifies, supersedes or supplements one or more of the other Contract Documents.

**Agreement:** The Agreement between the District and the Contractor to which these General Conditions are attached.

**Clarification:** A document containing supplementary details, instructions or information, issued by the District after execution of the Agreement which modifies, clarifies, supersedes or supplements one or more of the other Contract Documents. Clarifications shall not give rise to a change in the Contract Price or Contract Time.

**Contractor** shall mean person, persons, firm, partnership, corporation, and assignees, licensed by the State of California, Department of Consumer's Affairs, named as such in the Agreement.

**District:** Shall mean the Midpeninsula Regional Open Space District.

**District Representative:** Designated person authorized to act on behalf of the District to the extent provided in the Contract documents or as otherwise specified by the District in writing.

**Drawings:** The graphic and pictorial representations of the design, location, character, dimensions and details of the Work, generally including plans, elevations, sections details, schedules and diagrams, as identified in the Agreement and as modified pursuant to Addenda, Clarifications, and Change Orders.

**Day** shall mean calendar day, including Saturday, Sunday, Legal Holidays or Inclement Condition Days.

**Inclement Condition Day** shall mean any day that, because of weather or site conditions, Contractor cannot work with seventy-five percent (75%) or more of Contractor's labor and equipment force for at least five (5) hours. In the event of inclement weather, Contractor shall be prepared, at the direction of District Representative, to secure the Project site and the Field Office building (if one is used for the Project), erect all necessary erosion control and water protection measures including covering all exposed soils, stockpiles, and building material if total rainfall exceeds 0.5 inch of rain within a 24-hour period.

**Legal Holidays** for the purposes of this Agreement are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

**Notice to Proceed:** The written notice issued by District directing Contractor to commence performance for the Work. The commencement date set forth in the Notice to Proceed shall be the date from which the Substantial Completion and Contract Time are calculated.

**Subcontractor:** The person, firm, partnership, corporation, and assignees, licensed by the State of California, Department of Consumer's Affairs, listed in Attachment 2 to Contractor's Bid Proposal, and having a binding agreement with Contractor to perform specific portions of the Work. Definition extends to all second and third tier subcontractors.

**Work:** The term "Work" shall mean and include all demolition, excavation, grading, remediation, construction and other activities described in the Contract Documents or reasonably inferable from the Contract Documents as necessary to produce the intended results and includes all labor, materials, tools, equipment, supervision, coordination, and all other items necessary for the full and proper execution thereof.

**Working Day or Work Day** shall mean any day, except Saturday, Sunday, Legal Holidays or Inclement Condition Days. District Representative shall be the sole judge of a Working Day.

## ARTICLE TWO

### CONTRACT DOCUMENTS

- 2.1 Contract Documents Defined.** Contract Documents shall mean these General Conditions, Supplemental Conditions, the Agreement with all Exhibits, and the project Specifications, Drawings, and all Addenda, Clarifications and Modifications incorporated herein by reference or listed in the Agreement, which together constitute the "Contract Documents" and represent the entire, integrated Agreement as to the Work contracted for between the parties. It supersedes all prior negotiations, representations or agreements, whether written or oral.
- 2.2 Intent Of Contract Documents.** The intent of the Contract Documents is for the Contractor to provide, for not more than the contract Sum, all labor, supervision, materials, water, power, fuel, tools, plant, equipment, transportation and other items as may be necessary or appropriate for proper execution of the Work (except to the extent expressly provided otherwise in the Contract Documents). The Contract Documents are complementary, and what is shown within one shall be as binding as if shown within all. For example, anything referenced in the Specifications and not shown on the Drawings, or shown in the Drawings and not referenced in the Specifications, shall be of like effect as if shown or referenced in both.
- 2.3 General Specifications.** In the event the Specifications or any directions given by the District Representative pursuant to the Contract Documents require materials or other Work for which no detailed specifications are provided, the following general specifications shall apply:

The materials shall conform to the usual standards for first-class materials or article of the kind required with due consideration of the use to which they are to be put. Work shall conform to the usual standards for first-class work of the kind required, and shall be subject to the approval of the District Representative.

**2.3.1 *Specification References.*** Any material or method specified by reference to the number, symbol, or title of a specific standard such as a Commercial Standard, a Federal Specification, a trade association standard or similar standards, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto in effect on the date of Request for Bids, except as limited as to type, class, or grade or modified in such reference.

**2.4 *Discrepancies, Errors And Omissions.*** The Contract Documents are not complete in every detail and in some cases may show only the purpose and intent. Contractor shall not avail itself of any manifest error, omission, discrepancy or ambiguity in the Contract Documents, or in the instructions given or in work provided by others. Contractor shall notify the District Representative in writing immediately upon the discovery of any such error, omission, discrepancy or ambiguity and the District Representative shall address the matter within a reasonable period of time, issuing a Clarification or Modification if appropriate. In the event of a discrepancy between documents, the most restrictive requirement shall govern. If Contractor proceeds with any Work-related activity involving an error, omission, discrepancy or ambiguity which Contractor knew of or reasonably should have known of, without first giving such notice, Contractor shall be responsible for all defects, delays, damages, and additional cost to District arising from or relating thereto, including without limitation all costs of correction, inspection testing, supervision and Project administration.

**2.5 *Division Of Work.*** The organization of the Specifications and arrangement of the Drawings shall not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Similarly, any table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and shall in no way affect or limit the interpretations of the provisions to which they refer, or be construed as a proposed segregation of the various units of the Work. Contractor shall arrange, divide and delegate its Work in conformance with sound trade practices, and shall be solely responsible for the division of the Work and establishment of subcontractor limits and scopes of work.

**2.6 *Clarifications.*** The District Representative may issue Clarifications to Contractor as necessary or desirable to clarify requirements of the Contract Documents. Contractor shall request a clarification from the District Representative through a Request for Information (RFI) if Contractor or any Subcontractor believes that (a) any Work is not sufficiently detailed or explained in the Drawings and Specifications, (b) there is a conflict between the Drawings and Specifications, (c) there is a conflict between the Drawings and/or Specifications and field conditions, or (d) any other questions arise that require direction from the District Representative. Prior to submitting an RFI, Contractor shall complete a thorough review of the Contract Documents and inspect the Site to confirm that the grounds for an RFI exist.

- 2.7 “For Construction” Contract Documents.** District shall furnish Contractor with one hard copy and five (5) CD copies of the final “For Construction” Contract Documents, including Plans, Specifications and any Addenda.
- 2.8 Ownership And Use Of Documents.** All Plans, Specifications, Models, and Samples furnished to Contractor are the property of District. Plans, Specifications, Models, and Samples are not to be used by Contractor on any other work. All such Plans, Specifications, Models, and Samples shall be returned to District upon request and in any event at the end of the Term unless otherwise directed by District Representative.

### ARTICLE THREE

#### DISTRICT GENERAL REQUIREMENTS

- 3.1 Authority Of District Representative.** During the term of this Agreement, District Representative or his or her designee is fully authorized to represent District in all contractual matters. District Representative shall make all decisions as to the intent of the Plans and Specifications, the amount and quality of work performed and materials furnished, the manner and rate of work performed, the fulfillment of the Contract, and any compensation due Contractor. Disputes or claims between Contractor and District arising from this Contract valued at \$375,000.00 or less shall be governed by the claims resolution procedures of California Public Contract Code Section 20104 *et seq.*. District Representative has the authority to reject any Work or material that does not conform with Contract requirements and to stop Work deemed necessary for such rejection and without cost to District. District Representative is authorized to require Contractor to immediately correct any unsafe or unsuitable condition to District Representative's satisfaction at Contractor's expense. District Representative may furnish additional instructions needed for the proper execution of the Work. District Representative has the authority to require minor field adjustments in the Work not involving extra cost. Contractor shall not relocate Contract items without District Representative's written approval. The District Representative for this Agreement is the person designated above unless Contractor is provided with oral or written notice of the designation of another person.
- 3.2 Separate Contracts.** District reserves the right to let other contracts in connection with this Project. Contractor shall afford other contractors reasonable opportunity for storage of their materials, access to their work sites and execution of their work and shall properly connect and coordinate Work under this Contract with their works. Any dispute arising under the obligations imposed by this paragraph shall be resolved as provided for herein.
- 3.3 Boundaries.** District shall establish Project boundaries in the field whether or not shown on the Plans.
- 3.4 Inspection.**
- 3.4.1 District Access.** District and its duly authorized agent(s) shall have unrestricted access to

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the Work whether it is in preparation or in progress. District and its duly authorized agent(s) shall at all times reserve the right to inspect and/or test for compliance with the Contract Documents any or all materials and/or work provided to or installed in the Work. Contractor shall provide safe and proper facilities for access and inspection.

3.4.2 *Required Inspections and Testing.* If any law, regulation, ordinance, public authority, specification or District Representative requires any part of the Work to be specially inspected or tested, Contractor shall notify District Representative three (3) working days prior to the Work's readiness for testing or inspection.

3.4.3 *Inspection of Phases.* Contractor shall notify District Representative two (2) working days in advance of each phase set forth in the Plans or Specifications for inspection.

**3.5 Work, Examination; Re-examination.** District Representative may order and Contractor shall comply with the examination or re-examination of work. Contractor shall not cause any work to be covered or enclosed without approval of District Representative. Any work enclosed or covered before approval shall be uncovered. After inspection Contractor shall restore all work to its original condition at Contractor's expense.

**3.6 Correction Of Work.**

3.6.1 *Removal; Replacement.* Contractor shall promptly remove from the site all materials or Work rejected by District Representative. Contractor shall promptly replace material or Work, without cost or expense to District, and shall make good any Work destroyed or damaged by removal of condemned Work.

3.6.2 *District Right to Remove Material; Deductions and Accounting.* If Contractor does not remove rejected Work or materials within a time prescribed by District Representative, District may remove and store salvageable Work or materials at Contractor's expense. If Contractor does not pay the expense of removal within five (5) calendar days, District may, after providing ten (10) days prior written notice, sell Work or materials at auction or private sale. District shall give an accounting of the net proceeds from the sale after deducting all costs and expenses including auction or sale expenses.

3.6.3 *Deductions For Uncorrected Work.* If District determines not to require corrective Work, the Contract price shall be reduced by an amount equal to the estimated cost of making the Work conform to the Contract Documents as determined by District Representative, plus an administrative fee of fifteen percent (15%) of that cost.

### **3.7 Testing/Inspection Services.**

3.7.1 *District.* District may require that specialized test(s) and/or inspection(s) of the Work be performed by an independent testing/inspecting service of its choice. District shall pay for initial specialized tests or inspections. Contractor shall pay for any re-test or re-inspection that is thereafter required as a result of a failed test or inspection due to nonconformity with Contract requirements.

3.7.2 *Contractor.* When Contractor is required by Contract or regulation of government authority having jurisdiction over the Work to provide certification by an independent testing/inspection service, Contractor shall be responsible for, and promptly pay, all costs thereof. District Representative must approve any independent testing/inspection service proposed for use by Contractor prior to employment of such service. All tests required by the Contract shall be made promptly so as not to delay the Work. Contractor shall furnish three (3) copies of all resulting testing/inspection reports.

## **ARTICLE FOUR**

### **CONTRACTOR'S PERFORMANCE OF THE WORK**

#### **4.1 General Obligations Of Contractor.**

4.1.1 Contractor shall complete all work in accordance with the Contract Documents and any subsequently executed Change Orders and written Field Directives. Contractor shall do all work and furnish all labor, materials, tools, appliances, equipment, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, all other facilities, and incidentals necessary to furnish, perform, test, start-up, and complete the Work within the time set forth in the Agreement, except as otherwise specifically expressed within the Contract Documents.

4.1.2 The right of general direction by District does not render Contractor an agent or employee of District; Contractor understands and acknowledges that Contractor's liability for any damages to persons or to public or private property arising from Contractor's execution of the Work shall not be lessened due to District general direction to Contractor.

4.1.3 Neither the presence of any District officer, director, agent, employee, consultant, or independent testing/inspection service hired by District, nor their general review or approval of any work shall relieve Contractor from its obligations to perform the Work in accordance with the Contract Documents.

4.1.4 *Superintendent.* Contractor shall submit the name, and the qualification resume of the competent superintendent and Project Manager who shall have the authority to represent and act for Contractor at the pre-construction meeting. The superintendent (or a competent assistant previously approved by District Representative) shall be on the Project site at all times while Work is in progress. The superintendent shall be changed only upon written consent of District Representative or if the superintendent ceases to be in Contractor's employ. Any replacement must be approved by District Representative. The superintendent, Project Manager and assistant shall be able to communicate with District Representative in English, as necessary for the safe and efficient execution of the Work.

4.1.5 *Pre-construction Meeting.* A pre-construction meeting attended by Contractor, District Representative, and others as appropriate, will be held within five (5) calendar days of *Notice of*

*Award* to discuss the Work. All required documents, requests, and proposals must be submitted at or before this meeting.

4.1.6 *Review Work Site and Contract Documents.* Upon award of contract, Contractor shall again carefully compare work site conditions, all drawings, specifications, and other instructions and shall promptly report in writing to District Representative any error, inconsistency or omission at the pre-construction meeting.

4.1.7 *Monuments.* Contractor shall take reasonable measures to prevent dislocation or destruction of monuments before Contractor starts work. Contractor must protect benchmarks monuments and reference points from displacement or damage.

4.1.8 *Plans At Work Site.* Contractor shall at all times keep a complete and accurate set of the Agreement, and all Plans, Specifications, Addenda, Change Orders and shop drawings on the Work site (in good order) for use by District Representative.

4.1.9 *Daily Journal & Photo-Documentation.* Contractor shall maintain a daily journal of all activities on site, including but not limited to: deliveries to site; number of contractor personnel working on site; number of subcontractor personnel working on site; equipment operating on site; construction activities and work accomplished.

4.1.9.1 The journal shall include date and time stamped photo-documentation of the work described in the daily journal;

4.1.9.2 The daily journal shall commence on the date that the Contractor first starts work on site, including but not limited to brushing, clearing, mobilization, delivery of equipment or materials, etc. Following the first day of activity on site, Contractor shall log all work completed on a daily basis;

4.1.9.3 If no work is completed on site on a specific day, Contractor shall document "No Work on Site" in the daily journal for that date;

4.1.9.4 Contractor shall have daily journal with him/her at all times at the jobsite to ensure that work progress is being accurately documented as it is being completed;

4.1.9.5 District Representative may request to review daily journal at any time to confirm that Contractor is complying with daily journal requirements;

4.1.9.6 Two signed copies of the daily journal must be submitted with each Pay Application for the dates covered by the Pay Application. Pay Application will not be processed without submission of the daily journal.

## **4.2 Examination Of Site And Contract Documents**

4.2.1 *Examination of Site.* By executing the Agreement, Contractor acknowledges having examined the Work site; compared the site with the Plans and Specifications; determined any site variation that affects the scope, cost and schedule of the Work; and investigated the conditions of existing clearances, restrictions, or limitations that affect access to the Work. Contractor's failure to do any and all of the above shall not become a basis for claim of additional monies or extension of time.

4.2.2 *Transportation/Access.* Contractor shall investigate the conditions of the existing public and private roads for clearances, restrictions, and other limitations to transportation, and the ingress/egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against District or extension of time for the completion of work.

4.2.3 *Examination of Contract Documents.* Contractor shall examine the Contract Documents to verify that there are no missing pages or sheets and shall obtain and examine any and all

missing material prior to commencing the Work. District shall not allow any claim based on errors in the Contract Documents which Contractor has reason to recognize, unless Contractor gives prompt notice of the error to District Representative in writing.

4.2.4 *Contractor's Failure to Examine.* No allowance shall be made on behalf of Contractor due to neglect, failure or error in acquainting itself with the Project and existing conditions or any and all of the Contract Documents.

4.2.5 *Contractor's Notice to Subcontractors.* Contractor's failure to provide all subcontractors with all information received shall not become a basis for monetary claim, extension of time or change to contract requirements.

#### **4.3 Permits And Regulations.**

4.3.1 *Compliance with Regulatory Requirements.* Contractor is directed to review and comply with any and all regulatory requirements of all agencies and jurisdictions having authority over the Work.

4.3.2 Contractor shall be responsible for securing and paying all permits, fees and/or licenses necessary to complete the Work. A copy of all permits and agreements must be displayed at the Work site. Contractor shall give all notices, pay all fees, obtain and pay for all permits, licenses, inspections, and certificates required by any governmental authority having jurisdiction over any part of the Work, unless otherwise relieved of such obligation in the Contract Documents. Contractor shall comply with all applicable laws, ordinances, rules and regulations. Before District Representative issues the certificate for final payment, Contractor shall deliver to District Representative all licenses, permits and certificates of inspection.

#### **4.4 Subcontractors**

4.4.1 *Listing of Subcontractors.* Contractor has set forth in the Bid Form of the Agreement the name, address, phone number, type and cost of work, and proof of required license for each subcontractor who will perform work or render services in any amount exceeding one-half percent (1/2%) of the total bid according to provisions of the California Public Contract Code §4100 through §4113. Each subcontractor shall be licensed by the State of California Department of Consumer Affairs for the portion of work they perform in accordance with Contractor's License Law.

4.4.2 *Failure to Specify.* If Contractor fails to specify a subcontractor, Contractor must be fully qualified and licensed and shall perform that work. Contractor shall not sublet or subcontract any portion of work that was not designated to a subcontractor in the original bid. If Contractor subcontracts any portion of work after Award of Contract to an undesignated contractor, Contractor shall be subject to penalties according to the California Public Contract Code §4110.

4.4.3 *Substitution of Subcontractors.* Contractor shall not substitute any subcontractor for another listed in the original Bid Proposal without the written consent of District Representative. Consent may be granted in any of the following situations:

- (a) Contractor demonstrates to District that the subcontractor listed was the result of an inadvertent clerical error, subject to the provisions of the California Public Contract Code §4107.5.
- (b) The subcontractor listed refuses to execute a written contract with Contractor.
- (c) The subcontractor listed is not licensed and in good standing pursuant to the provisions of California Business and Professions Code §7000 through § 7145.
- (d) The subcontractor fails or refuses to meet bond requirements of Contractor.
- (e) The subcontractor becomes bankrupt or insolvent.
- (f) The subcontractor is substantially delaying or disrupting the progress of the Work.
- (g) District Representative determines that work performed by the subcontractor is substantially unsatisfactory and not in accordance with the Contract Documents, or

is failing or refusing to perform his subcontract.

(h) District determines that a listed subcontractor is not a responsible contractor.

(i) The listed subcontractor is ineligible to work on a public works Project pursuant to California Labor Code Section 1777.1 or Section 1777.7.

4.4.4 *Notice and Hearing.* Prior to substitution of a subcontractor, District Representative shall give written notice to the listed subcontractor of Contractor's request to substitute and the reasons for that request. Written notice shall be served by certified or registered mail to the last known address of the listed subcontractor. The subcontractor shall have five (5) working days to file with District written objections to the substitution. Failure to file written objections shall constitute the listed subcontractor's consent to substitution. If written objections are filed, District shall give five (5) working days written notice to Contractor and subcontractor of a hearing by District on Contractor's request for substitution.

4.4.5 *Subcontractor Assignment.* Contractor shall not permit a subcontractor to assign, transfer or convey the performance of work to another subcontractor without the written consent of District Representative.

(a) Violation; Penalty. In accordance with California Public Contract Code §4110, District may consider the violation of any portion of this paragraph a breach of contract and cancel this Contract or penalize Contractor ten percent (10%) of the amount of the subcontract involved. Contractor shall be entitled to a public hearing as described above. District will give written notice of the hearing five (5) days in advance. All recovered funds shall be paid to District's General Fund.

4.4.6 *Contractor's Responsibility for Subcontractors.* Contractor agrees to be fully responsible to District for the acts and omissions of any and all subcontractors and for persons either directly or indirectly employed by them. Contractor shall coordinate all subcontractors to complete all the Work in accordance with the Contract Documents.

4.4.7 *Non-Contractual Relationship.* Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and District.

#### **4.5 Joining, Cutting, Patching And Digging; Defects.**

4.5.1 *Joining of Parts.* Contractor shall cut, fit or patch Contractor's work as required to make its several parts come together properly with the work of other contractors and shall do all that is necessary in the joining of all parts in a neat and workmanlike manner to the satisfaction of District Representative. Contractor shall not damage or endanger any portions of work fully or partially completed.

4.5.2 *Consent Required.* Contractor shall not cut, dig or otherwise alter the work of another contractor without the prior written consent of District Representative.

4.5.3 *Defects.* If Contractor's work depends upon the work of another contractor, Contractor shall inspect and promptly report to District Representative any defects that could prevent proper performance. Contractor's failure to inspect and report shall constitute acceptance of the other contractor's work. No claim by Contractor of prior defects affecting the Work will be considered after work has started. Contractor will make all corrections at own expense. Prior defects affecting Contractor's work discovered after starting shall be reported immediately to District Representative.

4.5.4 *Measurement of Work in Place.* Contractor shall measure work already in place and shall report promptly in writing to District Representative any discrepancy between existing work and the Plans and Specifications.

4.5.5 *Costs.* Any costs resulting from defective or out of sequence work shall be borne by Contractor.

#### **4.6 Use Of Premises.**

4.6.1 *Physical Limits of Materials, Operations.* Contractor shall confine all machinery, tools and other apparatus, the storage of materials and the operations of Contractor's workers to limits indicated by law, ordinances, permits or directions of District Representative. All personal vehicles shall park within the project boundaries and not trespass onto adjoining properties.

4.6.2 *Temporary Storage.* Contractor shall not use the Project site or any area set aside as a temporary construction yard as a site for the temporary storage of equipment, appliances, vehicles, or other materials, that are not or will not be used in the Work.

4.6.3 *Dangerous Loads.* Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety or the safety of any person or property.

4.6.4 *Signs and Advertising.* Contractor shall comply with and enforce District Representative's instructions regarding placement of signs and advertising on and about the Work site. Advertising signs or name labels of any description shall not be placed on or near the Work site without District Representative's prior written approval.

4.6.5 *District Occupancy Prior to Acceptance.* District reserves the right to occupy or use any part, parts, or the entirety of the Work when District Representative deems it safe. The exercising of this right shall in no way constitute an acceptance of any part of the Work, nor shall it in any way affect the dates and times when payments become due Contractor; nor shall it in any way prejudice District's rights in the Contract. The Contract shall be deemed completed only when District Representative, in writing, accepts all the Work contracted for.

4.6.6 *Field Office.* If a job site office is used, District Representative must approve the facility and its location before installation. District makes no representations as to the feasibility of access to the Work area for a job site office or secured storage facility due to the nature of the site which may hinder or prevent such transportation.

#### **4.7 Project Cleanliness.**

4.7.1 *Requirements.* Contractor shall keep the Project and surrounding areas free from accumulations of waste material and rubbish generated by employees and subcontractors. Contractor shall remove all rubbish, tools, equipment and surplus materials leaving the area "broom clean" at the completion of the Work, unless a different nature of cleanup or repair is specified elsewhere in the Contract Documents. Trash and rubbish must be stored in animal-proof containers, transported daily from site and legally disposed of. Contaminated or dangerous materials must be removed and promptly disposed of if encountered. No materials may be burned, buried or otherwise disposed of on site. Tools, equipment, and site protections measured are to be removed when Work is completed and when authorized to do so by District Representative.

4.7.2 *Disputes.* If a dispute arises between Contractor herein and any other contractor(s) retained by District (excluding any subcontractor(s) of Contractor herein) as to responsibility for removal of rubbish or other waste, District may remove the rubbish or other waste and charge all or any portion of such costs to Contractor as District Representative determines to be reasonable.

#### **4.8 As-Built Documents.** Contractor shall maintain a complete and updated set of "As-Built" drawings and supplementary documents that shall be corrected daily and show every change from the original drawings and specifications, as well as the exact locations, sizes and kinds of equipment as actually installed. This set of drawings and documents shall be kept on site and shall be used as a record set. Updates must occur both on hard-copy and electronic version of "For Construction" documents.

4.8.1 These drawings shall also serve as work progress sheets, and neat and legible annotations shall be made daily as the Work proceeds, showing the Work as actually installed. These drawings shall be available at all times for inspection and shall be kept at the worksite in a

location designated by District Representative.

4.8.2 Contractor will meet on a regular basis with District Representative to confirm the correctness and completeness of the "As Built" documents. Under no circumstances shall trenches be backfilled until District Representative has verified the "As Built" plans relating to such trenching. If, in the sole opinion of District Representative, Contractor fails to provide accurate and verifiable information, a survey crew may be retained by District at Contractor's sole expense.

#### **4.9 Water And Air Pollution; Environmental Protection; Erosion Control.**

4.9.1 *Water Pollution.* Contractor shall exercise every precaution to protect streams and bodies of water from pollution by fuels, oils, salts or other hazardous materials as defined herein. Contractor shall minimize muddying and silting of any stream or body of water. Contractor shall, at District Representative's direction, perform work in small units or use modified construction procedures when necessary, to provide effective water pollution control. Contractor shall prevent any construction equipment, material, and debris from falling, landing, or reaching any adjacent creek drainage. At the pre-construction meeting, Contractor shall submit to District Representative in writing, a program to control water pollution. Contractor shall provide, at no cost to District, temporary dikes, basins, ditches, straw, seed, or other appropriate device, when, in the opinion of District Representative, they become necessary as a result of Contractor's operations. District Representative may require Contractor to revise Project operations and the Work Schedule at no additional cost to District if Contractor's water pollution control measures are ineffective.

4.9.2 *Dust Control.* Contractor shall control dust resulting from Contractor's performance of the Work either by applying water or a dust palliative without additional costs to District. Use temporary enclosures, coverings and water sprinkling, or combinations thereof, as necessary to limit dust to lowest practicable level, consistent with the Project's Erosion Control and Pollution Prevention Plan, except do not use water to the extent that it causes flooding, erosion, or contaminated runoff. District Representative has full authority to suspend Work wholly or in part should Contractor fail to perform to the satisfaction of District Representative.

4.9.3 *Sudden Oak Death (SOD) Precautions.* Prior to the start of construction work, the Construction Superintendent shall inform construction personnel that they are working in a potential SOD-infested area, the implications of the disease, and the need to prevent further disease spread. Non-English speaking personnel shall be provided the appropriate written or verbal translations. To the extent practical, avoid locating equipment and material near host plants and trees, especially if showing disease symptoms. Route all equipment away from host plants and trees, especially if they exhibit any disease symptoms. No plants, trees, soil, duff, or other natural on-site material shall be removed from the Preserve without prior approval from District Representative. Any cutting or chipping of on-site plant material shall be restricted to the Project area and the debris shall remain in the Project area. After completing any cutting or chipping of on-site plant material, ensure that the equipment is free from host debris by first removing any visible plant material that clings to the equipment and follow with the cutting or chipping of non-host material. Before any equipment or vehicles leave the Preserve, Contractor shall inspect the equipment and vehicles for host plant debris (leaves, twigs, and branches). Host plant debris must be removed from equipment and vehicles prior to their departure.

4.9.4 *Mud.* If conditions at the Work site are muddy due to dust suppression activities or summer rains, remove or wash off accumulations of soil, mud, and organic debris from shoes, boots, vehicles, and heavy equipment prior to exiting the Preserve. If an equipment power wash station is used, District Representative must first approve its location.

4.9.5 *Wildlife.* Construction workers shall be instructed not to disturb or feed wildlife.

4.9.6 *Noise.* District Representative shall decide on the adequacy of provision and maintenance of noise reduction equipment. When so instructed in writing by District Representative, Contractor shall immediately withdraw any item of plant or equipment from service and carry out all necessary additions, replacements or repairs to the noise reduction equipment to the satisfaction of District Representative.

4.9.7 *Pollution Prevention.* All equipment shall be in proper working order, with no known leaks. All leakage shall be cleaned up properly. Equipment shall be cleaned of all excess dirt or soil materials prior to departing District property. All leakage shall be cleaned up properly as set forth in the Erosion Control and Pollution Prevention Plan if one has been prepared for the project. Equipment shall be cleaned of all excess dirt or soil materials prior to departing District property.

**4.10 Protection Of Historic Resources And Human Remains.** Contractor shall, during all work, be alert for indicators of historic resources (such as bivalve shells or fragments, stone tools, old china objects or fragments, old glass objects or fragments, old foundations and old privy deposits) and human remains. If any such indicators are uncovered, all work within fifty (50) feet shall be halted and District Representative immediately notified. District will have the find evaluated by the proper authorities or professionals. Only the balance of that workday shall be compensated by District if Contractor cannot perform work elsewhere on the Project. Recommendations from the qualified authorities or professionals may result in a change of Work and a Change Order may be issued.

**4.11 Hazardous Materials**

4.11.1 *Definition.* As used herein, hazardous materials shall include all items listed in any statute, ordinance or publication defining hazardous materials including, but not limited to, common household items containing substances now or subsequently listed as a hazardous material or substance, chemicals, drugs, any materials used for laboratory analysis, nuclear and/or radioactive materials, toxic substances, hazardous substances, hazardous wastes, contaminated or polluting substances, materials or waste toxic, caustic, corrosive, gaseous or flammable substances that may cause injury, illness or death to living organisms.

4.11.2 *Approval.* Contractor shall not use any hazardous material in connection with this Project without the prior written approval of District Representative. Ten (10) working days prior to using a hazardous material, Contractor shall submit to District Representative complete Material Safety Data Sheet (MSDS) information, product specifications, and a document stating the application rate and method and including the name of the manufacturer's local representative and emergency telephone numbers. District Representative's response to Contractor's request for approval of hazardous materials use shall not affect Contractor's obligation to comply with the provisions of this section.

4.11.3 *Application.* In using hazardous materials, Contractor shall:

- (a) Notify District Representative of the application schedule at least five (5) working days in advance.
- (b) Comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the use and disposal of hazardous materials and containers, environmental protection, industrial hygiene, worker and public safety.
- (c) Supply protective clothing or equipment as required by applicable federal or state law for all persons handling hazardous materials, and for District Representative as required for inspection of the Work.
- (d) Be responsible for the notification of all concerned parties adjacent to or effected by said hazardous material and as directed by District Representative.

4.11.4 *Special Situations.* In the event Contractor encounters material on the site reasonably

believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous or toxic substance, Contractor shall immediately stop Work in the areas affected and report the condition to District Representative. If in fact the material is asbestos, polychlorinated biphenyl (PCB) or any other hazardous or toxic substance that has not been rendered harmless, the Work in the affected area shall not be resumed except by written agreement between District Representative and Contractor. The Work in the affected area otherwise shall only be resumed when asbestos, polychlorinated biphenyls (PCBs) and other hazardous or toxic substances have been removed or rendered harmless.

4.11.5 For Projects where scope of work includes Hazardous Materials Abatement and/or Remediation, refer to Project Drawings and Specifications for Hazardous Material requirements.

#### **4.12 Safety**

4.12.1 *Responsibility for Safety.* Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs. All work shall conform to the requirements of the California Administrative Code, Title 8, Industrial Relations, Division of Industrial Safety. Contractor shall be solely responsible for responding to, and the final satisfaction of any and all claims of personal injury or property damage.

4.12.2 *Safety Equipment and Workers.* Typical natural hazards on District lands include poison oak and other poisonous plants, poisonous insects and spiders, ticks, rattlesnakes, rabid animals, thorny plants, heat stroke, and rough terrain. All job site personnel should be able to recognize these hazards and to handle accidents involving them. Contractor shall take all reasonable measures as required by existing conditions and performance of the Contract to protect the public and their property. Contractor shall provide adequate barricades, fences, signs, tarps, warning lights, watchpersons, flag persons, etc., to protect the public and their property. Safety devices and workers shall comply with the current State of California "Manual for Warning Signs, Lights and Devices for Use in Performing Work Upon Highways", as a minimum standard. All lighting shall be electric powered and left on from sunset to sunrise.

4.12.3 *Trench and Excavation Safety.* As required by the California Labor Code §6705, whenever any portion of the Work involves excavating or trenching five feet or deeper, Contractor shall submit for acceptance by District a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made, to protect Contractor's workers, District personnel, and the public at large. If the plan varies from standard shoring systems established by the Construction Safety Orders of the Division of Industrial Safety, a registered civil or structural engineer employed by Contractor shall prepare the plan. All costs for trenching, excavation safety, including engineering, shall be included within the Contract Bid. Contractor shall submit a shoring plan for review and acceptance by District at the pre-construction meeting for all work that may require excavations five feet deep or deeper. The responsibility for adequacy and safety remains the sole responsibility of Contractor. The shoring plan shall conform to all applicable safety orders and all provisions of this Agreement. All trenching or excavation greater than five (5) feet deep below ground surface shall meet the provisions of Public Contracts Code §7104, which provides the follows:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:

4.12.3.a.1 Material that Contractor believes may be material that is hazardous waste, as defines in Health and Safety Code Section 25117, and may be required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

4.12.3.a.2 Subsurface or latent physical conditions at the site differing from those indicated.

4.12.3.a.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.

- (b) 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 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.
- (c) In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or by law that pertains to the resolution of disputes and protests between the contracting parties.

4.12.4 *Use of Equipment.* No equipment shall move onto the Project without approval from District Representative. All equipment shall remain within the Project boundaries as set forth by District Representative and/or Contract Documents.

4.12.5 *Unauthorized Vehicles.* When required by this Contract or District Representative, Contractor shall take measures to prevent unauthorized vehicular traffic.

4.12.6 *Material and Equipment Transportation.* Trucks hauling material or equipment shall not exceed vehicle or posted load and speed limits.

#### **4.13 Time Limits On Work.**

4.13.1 *Work Hours.* No Work or equipment shall be started on a Work Day before 7 a.m., nor continue beyond 5 p.m., except when expressly permitted by the Contract Documents, agreed upon at the pre-construction meeting, or otherwise approved in writing by District Representative. Work outside of these hours, on weekends or on Legal Holidays, shall be subject to a fine of One Thousand Dollars (\$1,000.00) per day as liquidated damages, the exact amount of the actual damages being difficult to calculate, and the parties hereby agree that this is a fair and reasonable estimate of the actual damages suffered by District and its constituents and which shall be levied at the sole discretion of District Representative. Contractor may request permission to work on a Saturday, Sunday, or Legal Holiday, or outside normal working hours by notifying District Representative at least two (2) Working Days in advance. Contractor shall only be permitted to Work outside normal working hours at such times and on such days as are previously authorized by District Representative in writing.

4.13.2 *Extensions, Delays, Suspension Of Work.* District Representative shall have sole discretion in the approval or denial of Contract time extensions. Contractor may make written request to District Representative for an extension of time to complete the Contract promptly following an occurrence of any one or more of the following:

- (a) Delay due to work by District or another contractor.
- (b) Delay due to difficulties in securing all required permits.
- (c) Labor dispute beyond Contractor's control that affects work progress.
- (d) A natural disaster that District Representative concludes substantially damages completed work or stored material (provided Contractor's neglect did not contribute to the damage).

- (e) Unusual Inclement Conditions. Contractor shall submit the accumulated record mean values from climatological data filed by the U. S. Department of Commerce as part of Contractor's claim for time extension due to inclement conditions, if an extended inclement weather season causes contract work delay.

4.13.3 *Liquidated Damages for Delay.* If Contractor fails to complete the work within the specified time plus any extensions thereof, Contractor shall become liable to District, as liquidated damages, the sum of \$1,000.00 for each calendar day beyond the time specified above, the actual damage incurred being difficult to calculate and the parties hereby agree that this is a fair and reasonable approximation and not to be construed as a penalty. Nothing herein shall be construed to preclude District from recovery of damages for causes other than for delay by Contractor. Any money due Contractor may be retained by District to cover liquidated damages. Should retained money not be sufficient to cover damages, District shall have the right to recover the balance from Contractor or its sureties.

4.13.4 *Authorized Suspension.* Should District Representative authorize a work suspension, the suspension time shall be added to the Contract time. Work suspended by District shall not be deemed a waiver of District's right to damages for non-completion.

4.13.5 *Delay Caused by District.* In the event District delays Contractor in the Work, Contractor's compensation shall be limited solely to an extension of time. Contractor agrees that in no event shall Contractor be entitled to a monetary payment over and beyond that specified in the Contract plus approved change orders. However, if District causes the delay, and the delay is unreasonable under the circumstances and not within the contemplation of the parties, this subsection shall not preclude the recovery of compensation when Contractor would otherwise be entitled to such payment.

4.13.6 *Additional Work to Correct Delays.* If, in the opinion of District Representative, Contractor is not proceeding with the Work as scheduled, upon written direction from District Representative, Contractor shall work (at no additional cost to District) such overtime, additional shifts, Saturdays, Sundays or Legal Holidays required to correct delays. Contractor shall, by the diligent pursuit of the Work, ensure that the Work is completed within the Contract time.

#### **4.14 Employees, Work Day, Apprenticeship, Non-Discrimination And Wages.**

4.14.1 *Skilled Workers.* Contractor and all subcontractors shall only employ workers suitably skilled in the Work.

4.14.2 *Character of Workers.* Anyone employed on the Project by Contractor, or any subcontractor, who in the opinion of District Representative is incompetent, disorderly, or otherwise acts improperly, after written notification, shall be dismissed from the Project and not further employed on any part of the Work.

4.14.3 *Lawful Working Day.* Work performed by workers more than eight (8) hours during any one (1) calendar day and more than forty (40) hours in any one (1) calendar week may be permitted pursuant to the overtime provisions of Labor Code Section 1815 and then only upon such terms, conditions and requirements as provided and fixed by law. As provided in California Labor Code §1813, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work in violation of Labor Code Sections 1810 through 1815.

4.14.4 *Apprenticeship Standards.* Contractor shall comply fully with the requirements of California Labor Code §1777.5 regarding employment of registered apprentices. If Contractor willfully fails to comply with this code section, Contractor may be denied the right to bid on any District contract for a period of one (1) year from the date of non-compliance determined by the

California Division of Apprenticeship Standards. When District receives from the Division notice that Contractor is not in compliance with apprenticeship standards, District shall withhold from Contract payments the amount of the civil penalty imposed by the Division, which funds may be released to Contractor upon order of the Administrator or upon completion of the Contract.

4.14.5 *Non-Discrimination*. Contractor and its subcontractors will comply with all applicable equal employment opportunity and affirmative action laws throughout the term of this Agreement. Contractor hereby certifies that it will not unlawfully discriminate in its employment with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual preference, or age; that all federal, state and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively. Contractor further certifies that it shall require the compliance of its subcontractors on the Work with all of the provisions of this paragraph. Contractor hereby acknowledges its understanding that this Contract may be canceled, terminated or suspended in whole or in part and Contractor and/or its subcontractors declared ineligible for future contracts with District, in the event Contractor and/or its subcontractors are found in non-compliance with the terms hereof.

4.14.6 *Wages*. As required by law, Contractor shall pay all workers California Prevailing Wages for each trade or classification on the job during the term of this Agreement. These rates include, but are not limited to, employer payments for health and welfare, pension, vacation, travel time, subsistence pay and for apprenticeship and training obligations. The current issue of the Director of the Department of Industrial Relations for the State of California GENERAL PREVAILING WAGE RATES for straight time, overtime, Saturday, Sunday, and Legal Holidays is herein incorporated as part of this Contract. Any and all revisions to the GENERAL PREVAILING WAGE RATES that take effect during the Contract shall be adopted as part of this Contract. Contractor shall post Prevailing Wage Rates on job site. A copy of the GENERAL PREVAILING WAGE RATES is available for review at the office of District Representative. Copies of the prevailing wage rates are on file at District's principal office. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 603, San Francisco, CA 94101, (415) 703-4281. District will not recognize any claim for additional compensation because of payment by Contractor of any wage above the GENERAL PREVAILING WAGE RATES. The possibility of wage increases is an element to be considered by Contractor in determining its bid, and may not under any circumstance form the basis of a claim against District.

4.14.7 *Labor Code §1861*. Contractor has executed the affidavit, attached hereto and incorporated herein as Exhibit 3, pursuant to Labor Code §1861.

4.14.8 *Holidays*. Holiday wage rates shall apply to holidays recognized in the collective bargaining agreement of the particular craft or classification concerned.

4.14.9 *Contractor and Subcontractors Compliance*. Contractor and each subcontractor shall pay general prevailing per diem wages (including holiday and overtime pay) to all of their workers on the Project. As of March 1, 2015, contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) to maintain eligibility to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed on the Project is subject to compliance monitoring and enforcement by the DIR. Contractor is solely responsible for posting Job Site Notices in compliance with the California Labor Code and Title 8 California Code of Regulations §16451.

4.14.10 *Payroll Record Requirements*. Contractor and each subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight

time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed on the Project pursuant to California Labor Code §1776. Payroll records shall be available for inspection at all reasonable hours by District Representative. Contractor shall make payroll records available pursuant to California Labor Code §1776. If a complaint is filed with District or the Division of Labor Standards Enforcement alleging that Contractor or subcontractor has paid less than prevailing wage on the Project, District shall withhold from progress payments to Contractor an amount equal to one hundred and twenty-five percent (125%) of the amount claimed until the allegation is settled.

#### **4.15 Work Schedule.**

At least three (3) days prior to the Pre-Construction Conference to be scheduled by District, Contractor shall provide three hard copies of a detailed critical path network schedule for performance of the Work, generated on a commonly used professional scheduling software program approved by District Representative. This schedule shall incorporate all Subcontractor Work and other provisions necessary to bring the Work to Substantial Completion and Final Completion and Acceptance within the Contract Time. Schedule shall be itemized in sufficient detail to identify and show all administrative, engineering, permitting, submittal, procurement fabrication, site mobilization, inspections, testing, sampling, equipment erection and field construction activities required for completion of the Work. Schedule shall detail all items of work as described in the bid schedule and shall show the dates of start and completion for each item. Any required permits shall be obtained or permit application(s) shall be submitted within five (5) working days from the date of issuance of a written *Notice to Proceed*. The Contractor shall submit to the District Representative a monthly update to the Construction Schedule with each Application for Payment. The monthly update shall be in the form of a Summary Bar Chart and shall reflect the actual activity and progress of all Work through the preceding month. The Monthly Updates shall identify all actual start dates and completion dates and shall include a graphical representation of the interim progress of all activities started, completed, or in progress since the date of the previous Monthly Update. The Monthly Update shall include any changes, clarifications, or corrections recommended by the District Representative. District will make no progress payments to Contractor until District Representative has approved the Construction Schedule. Failure to make Construction Schedule adjustments shall be cause for District to delay progress payments. Construction Schedule changes shall not affect the Completion Date.

#### **4.16 Submittals**

4.16.1 The following terms shall have the following meanings:

- (a) "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for a portion of the Work.
- (b) "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or Subcontractor to illustrate some portion of the work.
- (c) "Samples" or "Mock Ups" are physical examples which illustrate materials equipment or workmanship and establish standards by which the work will be judged.

- (d) "Submittals" shall include without limitation, Product Data, Shop Drawings, Samples, coordination drawings, certificates, manufacturers' descriptive literature, materials safety data sheets, brochures, pamphlets, catalogue cuts, calculations, reports, color charts, and other descriptive data defining the article, material, equipment, device or assembly proposed for incorporation into the Work.

4.16.2 Within 20 days of execution of the Agreement, Contractor shall prepare a schedule for submission of all required Submittals (the "Submittal Schedule"). The Submittal Schedule shall identify any Submittals that are on the critical path of the construction schedule and provide sufficient time to order, test, procure, deliver, assemble and install the material and equipment in strict accordance with the Construction Schedule. The Submittal Schedule shall ensure sufficient time for District review, comment and resubmittal, if required.

4.16.3 All Submittals shall be dated and properly identified by name of Project and name and address of Contractor. In addition, each Submittal shall be referenced to Drawing Details number(s) and/or Specification Section and paragraph number(s). Submittals without such identification will be returned without review.

4.16.4 Prior to submitting a Submittal to the District Representative, Contractor shall thoroughly review and approve the Submittal for compliance with the Contract Documents. By reviewing and approving all Samples and Shop Drawings, Contractor thereby certifies that it had determined and verified all field measurements, materials, catalogue numbers, and similar data, and that it has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents. Submittals without Contractors stamp and certification, and Submittals which in the opinion of the District Representative are incomplete or not in compliance with the Contract Documents, will be returned to the Contractor without review for resubmission.

4.16.5 Contractor shall provide District Representative with six (6) copies of all Submittals. If both Shop Drawings and Samples or Product Data are required for the same item, District Representative may require both to be submitted before approving either. No Submittal review comments or acceptance, on the part of the District's review thereof, shall constitute an authorization for any increase in Contract Price. Upon review, the Submittal shall be stamped as follows (or stamped using reasonably equivalent language acceptable to the District Representative:

- (a) "Reviewed – No Exceptions Taken": No corrections or resubmissions are required. Contractor may proceed with the fabrication of construction;
- (b) "Reviewed – Make Corrections Noted": Resubmission is not required. Contractor may proceed with fabrication or construction on the condition that correction noted are incorporated into the Work. If Contractor cannot comply or disagrees with the corrections noted, it shall revise the Submittal and resubmit before proceeding with the fabrication or construction.
- (c) "Review – Revise and Resubmit": Resubmission is required. Fabrications or construction may not proceed; any fabrication or construction shall be at Contractor's risk. Contractor shall revise the Submittal as indicated and resubmit.
- (d) "Rejected": Resubmission is required. Fabrications or construction may not proceed; any fabrication or construction shall be at Contractor's risk. Contractor shall revise the Submittal in accordance with the Contract Documents and resubmit. Review cannot proceed because minimum requirements for Submittal have not been met.

4.16.6 After review, Contractor shall maintain a log of all Submittals marked "Reviewed – No Exceptions Taken" and "Reviewed – Make Corrections Noted" at the Contractors field office on

site. Approved mock-ups if any, shall remain as the standard for acceptance of the Work.

4.16.7 Submittals shall be reviewed with reasonable promptness, considering the complexity of each Submittal and the timing of other Submittals delivered by the Contractor. Contractor shall allow at least three (3) weeks to process Submittals, and at least four (4) weeks to process complex Submittals. These periods of time do not allow for resubmittals, if required.

Contractor acknowledges that certain Submittals may require additional time.

4.16.8 Submittals shall be reviewed for their general characteristics and general design only. District review shall not in any way release Contractor from his duty to comply with the requirements in the Contract Documents or from his responsibility to ensure the proper fit, construction sequences, dimensions and quantities.

#### **4.17 Materials.**

4.17.1 *Quality.* All materials furnished by Contractor shall be new and meet all standards of quality and workmanship of their kind unless otherwise specified in the Contract Documents. Materials specified as recycled in the Contract Documents must meet appropriate California Department of Transportation ("Caltrans") specifications as described. All materials are at any time subject to inspection, sampling, testing, approval or rejection by District Representative. When required by District Representative, Contractor shall furnish acceptable documented evidence of the kind and quality of materials used. The words "or equal" in the Plans and Specifications mean "or equal in the opinion of District Representative".

4.17.2 *Substitutions.* District Representative's approval of a substitute material shall not relieve Contractor of responsibility for total compliance with the Plans and Specifications. Contractor shall pay all costs for modifications resulting from the approved substitution of material. There shall be no cost to District resulting from the use of any substitute material(s) by Contractor.

4.17.3 *Substitution Request.* Request for a material substitution shall be submitted promptly to District Representative in writing at least ten (10) working days prior to the day approval is required so as not to delay the Work.

4.17.4 *Materials List.* When requested by District Representative, Contractor shall submit at least five (5) copies of catalog cuts, engineering data, and other information regarding materials that are proposed for the Work. The materials list submitted shall include a description of the materials and their suppliers. No progress payment shall be made before District Representative reviews and accepts the materials list.

4.17.5 *Unavailable Or Late Materials.* It is the responsibility of Contractor to order and schedule delivery of materials in time to avoid construction delays. If any item is unavailable or will be delivered late, Contractor shall immediately notify District Representative. Contractor must substantiate that materials were ordered in a timely manner. District Representative may grant a contract time extension or consider a suitable material substitution for continuing the Work.

#### **4.18 Public Convenience.**

4.18.1 *Public Convenience.* Contractor shall conduct the Work so as to ensure the least possible obstruction to traffic or inconvenience to the general public.

4.18.2 *Road and Trail Closures.* Contractor shall not obstruct roads or trails that are to remain open during construction and shall allow unencumbered access through Preserve gate entrances. Contractor shall not close or obstruct driveways, trails, or other public passageways without permission from District Representative or other authorities having jurisdiction.

4.18.3 *Failure to Provide for Safety.* If in the opinion of District Representative, Contractor fails to adequately provide for safety, District Representative may suspend construction within the area; or order and place any additional warning devices, barriers, or protective equipment

deemed necessary; or do both. District shall not assume Contractor's responsibilities by this action and does not thereby release Contractor's obligations. Contractor will be liable to, and promptly reimburse District for, all costs District incurs in acting under this paragraph in an amount equal to twice District's expenses and costs in acting pursuant to this paragraph, as liquidated damages, the extent and amount of actual damage to District being difficult to precisely calculate and the parties agree that such measure of damages is a fair and reasonable estimation thereof. This action shall not become a basis for any claim for time or money against District.

#### **4.19 Fire Hazards And Preventions**

4.19.1 Contractor is responsible for any fire ignited by Contractor's employees, subcontractors, or equipment. Employees shall not be allowed to start fires. No open flames are permitted.

4.19.2 Contractor shall take necessary precautions to guard against and eliminate fire hazards that may cause damage to the Work, building materials, equipment, public, and private property, including grassland, brush, and trees.

4.19.3 Flammable materials shall not be poured into drain lines and shall be disposed of only in a manner approved by the Fire Marshal's office and District Representative.

4.19.4 Fire hydrants shall be kept accessible to fire-fighting equipment at all times.

4.19.5 No smoking is allowed on the Work site or otherwise within a District Preserve.

4.19.6 For emergency response in the event of fire, Contractor shall contact both Mountain View Dispatch at (650) 968-4411, and the California Department of Forestry at (831) 335-9113 in San Mateo County and Santa Cruz County or at (408) 779-4111 in Santa Clara County, and any other emergency response agencies identified to be a responder to the Work.

**4.20 Emergencies.** In an emergency affecting the safety of life, the Work or adjoining property, Contractor shall take all necessary and proper steps to prevent any loss, injury or death. Contractor shall make every effort to communicate with District Representative and may be guided by the directions and/or advice of District Representative. If the character of the emergency is such as to require action within a short time or circumstances otherwise render communication with District impractical, Contractor shall act independently and upon its own. Contractor's emergency acts will be subject to the direction and control of District as soon as it is practical.

#### **4.21 Utilities.**

4.21.1 *Existing Utilities.* Contractor's attention is directed to the existence of utilities shown or not shown on the Plans. The location of known utilities shown on the Plans is approximate. It is Contractor's responsibility to investigate and locate existing utilities. Contractor shall call Underground Service Alert (USA North) (1-800-227-2600) for assistance. Contractor will immediately report to District Representative any utility that varies significantly from the Plans.

4.21.2 *Utilities Identified in Plans and Specifications.* When it is necessary for Contractor to remove, relocate or protect any utility that is identified in Plans and Specifications to execute this Contract, Contractor shall remove, relocate, or protect that utility or notify the owner and make arrangements for coordinating the removal, relocation or protection of that utility with his work. There shall be no claim for additional compensation or time by Contractor for this work. Contractor shall repair all areas surrounding utility work to District Representative's and utility owner's satisfaction according to California Government Code §4215.

4.21.3 *Utilities Not Identified in Plans and Specifications.* When any utility on the Project must be removed, relocated, protected or repaired by Contractor, and the utility is not identified in the Plans and Specifications, District shall compensate Contractor for the cost of such utility work. District shall compensate Contractor for equipment idled by work on such unidentified utilities. Contractor shall use reasonable care in his Work to prevent damage to any unknown

utility. District shall not charge Contractor for delay of Work due to any unidentified utility. Contractor shall notify District Representative and the utility owner, in writing, whenever Contractor discovers an unidentified utility subject to California Government Code §4215.

4.21.4 *Right to Enter Reserved.* District and any and all utility companies have the right to enter the Project to make repairs and changes that become necessary in the performance of this Contract.

4.21.5 *Certificate of Satisfaction.* Contractor shall, at Contract completion, produce written certification provided by any utility affected by Contractor's work stating that the utility is satisfied with Contractor's work.

4.21.6 *Temporary Utilities and Facilities.* Unless otherwise stated in the Contract Documents, Contractor shall provide all temporary utilities and sanitary facilities except where restrooms are made available onsite by District. District Representative must approve all temporary utilities and sanitary facilities before installation. Contractor shall immediately remove such temporary items upon completion of Contract or upon the direction of District Representative.

4.21.7 *Cellular Communication.* The Project location may be remote, with limited or no cell phone service.

**4.22 Protection Of Work And Property.** Contractor shall protect from damage or loss, Work and any existing District, private, or other public improvements or resources including vegetation, pathways, roadways, structures and utilities not designated for removal or alteration. Contractor shall repair or provide replacement for any such damage or loss to the satisfaction of District Representative, all at no cost to District. When Contractor is working in or around existing vegetation, Contractor shall not disturb such and shall take adequate measures to preserve and protect all vegetation that is to remain. Particular care shall be taken not to debark trees, break limbs, or damage root systems.

## ARTICLE FIVE

### INSURANCE, BONDS AND INDEMNIFICATIONS

#### 5.1 General Insurance Requirements.

5.1.1 Contractor shall provide, and keep in full force and effect during the Term of this Agreement, at Contractor's sole cost and expense, policies of insurance with companies licensed to do business in the State of California that are acceptable to District for the Coverages as more particularly set forth below. Contractor shall keep all required policies in full force and effect until final acceptance of the Work by District.

5.1.2 Contractor shall, within five (5) calendar days after *Notice of Award*, supply District with an acceptable Certificate of Insurance. An authorized insurance agent or broker must complete, execute and provide District with a Certificate of Insurance (ACORD 25-S, or a successor or comparable form, subject to prior approval by District) before a *Notice to Proceed* may issue. District reserves the right to cancel the contract if these requirements are not met within 30 calendar days of the *Notice of Award*.

5.1.3 The General and Automobile Liability policies must be endorsed to name District as an additional insured and must be on a primary non-contributing basis in relationship to any other insurance available to District. All policies taken out by Contractor insuring work and materials supplied must list District as an additional insured and be payable to Contractor and District. All policies shall contain a provision that they shall not be canceled or materially changed without thirty (30) calendar days' prior written notice to District. No cancellation provision in any

insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of the Agreement.

## **5.2 Specific Insurance Requirements.**

5.2.1 *Workers' Compensation Employer's Liability* coverage as required by statute, in full compliance with California Labor Code §3700, and containing a waiver of subrogation in favor of District. Contractor hereby acknowledges having read and understood the provisions of the California Labor Code §3700, which require every employer to be insured against liability for workers' compensation or that they undertake self-insurance in accordance with the provisions of that code, and Contractor agrees to comply with such provisions before commencing the Work. Acknowledgment shall be in the form attached hereto and incorporated herein as Exhibit 3.

5.2.2 *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage in the amount of \$2,000,000.00 per occurrence.

5.2.3 *Business Automobile Liability* coverage including owned, non-owned and hired vehicles in an amount of no less than \$1,000,000.00 per occurrence.

5.2.4 *Subcontractor(s) Insurance Requirements*. Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

## **5.3 Guarantee Bonds.**

5.3.1 *Performance and Payment Bonds*. Contractor shall furnish District a yearly Performance Bond in the amount of the Annual Base Bid price, guaranteeing the faithful performance of the Contract, and a Payment Bond in the amount of the Annual Base Bid price, guaranteeing the payment of claims of subcontractors, suppliers of materials or labor, and others. The Contractor must provide a continuation certificate or a new bond within 90 days prior to the date of renewal. Bonds shall be in the forms attached hereto and incorporated herein as Exhibits 1 and 2, with admitted Sureties approved by District. Contractor shall pre-pay all bond premiums.

5.3.2 *Approval of Sureties*. Any admitted surety company which at the time of execution of this Contract is listed in the latest published U. S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", is hereby deemed approved.

5.3.3 *Substitution of Securities*. The Contractor may elect to substitute securities for monies withheld by the District to ensure the performance of the Contractor. The evaluation, handling, and deposition of substituted securities shall be as set forth in the California Public Contract Code §22300.

## **5.4 Contractor's Indemnification Of District.**

5.4.1 *Indemnity*. Contractor agrees to indemnify, hold harmless, defend, and protect District, its officers, directors, agents and employees from any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including all reasonable attorney's fees), penalties, judgments or obligations whatsoever arising out of or in connection with any injury, death, or damage to any person or property or pecuniary or monetary loss that results from, arises out of, or in any way relates to the activities of Contractor both on and off the Project, including but not limited to claims related to the presence, use or disposal of hazardous materials, except for injury or

damage resulting from the sole negligence or willful misconduct of District.

5.4.2 *Claim.* In the event a Contractor becomes aware that a claim has been, or is likely to be, made against District, its officers, directors, agents or employees, or they or District is named a co-defendant in any action concerning the Contract, Contractor shall immediately notify District. District may retain legal counsel at Contractor's sole expense and Contractor shall reimburse District for all legal expenses, including reasonable attorney's fees, spent in representing District.

5.4.3 *Apportionment of Liability.* In the event that a judge in a court of competent jurisdiction makes an apportionment of liability between District and Contractor, neither District nor Contractor shall request that a jury determine apportionment of liability. Contractor shall indemnify and hold harmless District as set forth above, unless the court determines that the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District.

5.4.4 *Waiver.* Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage to property, and hereby releases District from any and all liability related to or in any way connected to Contractor's activities or Contractor's use of the Project site, premises or facilities.

5.4.5 *Contractor Responsibility.* Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, its employees, agents, and officers) from any and all injuries, deaths or damages.

5.4.6 ***Mutual Responsibility Of Contractors.*** If Contractor causes damage to the work or others, or willfully or negligently delays another contractor or subcontractor in the performance of other work, Contractor is hereby obliged to attempt to settle such claim with such contractor or subcontractor by agreement. If a contractor or subcontractor serves written notice on District of Contractor's failure to meet this obligation or to settle the claim by agreement, District shall notify Contractor in writing of the pending claim. Contractor shall defend itself (and District if included in claim) at Contractor's sole expense, including the payment of District's attorney fees. Contractor shall pay all costs, expenses and liabilities incurred by District as a result of any judgment in favor of another contractor.

## **5.5 Assumption Of Risk.**

5.5.1 *Injury, Damage to Work.* Contractor assumes all risks of injury or damage to the Work and materials arising from fire, storm, vandalism, theft or other causes prior to the acceptance of the Work. Contractor shall repair and/or replace any Work or materials damaged or destroyed, from any cause, to the reasonable satisfaction of District Representative and at no cost to District

5.5.2 *Exception.* Contractor shall not assume risk of injury or damage to work when damage exceeding five percent (5%) of the total Contract amount is caused by an Act of God, as defined in Public Contracts Code Section 7105, provided that the Work damaged was built in accordance with acceptable and applicable building standards and the Plans and Specifications. In such event, District may terminate this Contract upon reasonable notice to Contractor and upon payment of any amount due Contractor.

## **ARTICLE SIX**

### **PAYMENT AND COMPLETION**

**6.1 Schedule Of Values.** Contractor shall submit to District Representative a "Schedule of Values",

which shall be consistent with information shown in the Construction Schedule and provide a breakdown of the total Contract Sum by assigning dollar values to applicable network activities. The assigned network activity costs, when added to Contractor's overhead costs, profit, cost of bonds, insurance, etc., shall equal the total Contract Sum. The Schedule of Values, when approved by District Representative, shall be the basis for determining the value of Work performed for the purpose of executing monthly payment requests.

## **6.2 Application For Payment.**

6.2.1 On or about the last day of each month in which Work is performed, Contractor shall submit three (3) copies of an Application for Payment to the District Representative supported by such data substantiating Contractor's right to payment as District Representative may require (such as copies of requisitions or invoices from subcontractors) and reflecting the retention provided elsewhere in the Contract Documents. Absent written direction from the District Representative to the contrary, each Application for Payment shall be in the form of a notarized AIA Document G702, Application and Certification for payment and (where applicable) supported by AIA Document G703, Continuation Sheet. The Application for Payment shall be accompanied by:

- (a) lien waivers and releases conforming to the requirements of the California Civil Code Section 3262, conditioned only upon the receipt of the payment applied for from Contractor and each Subcontractor performing the Work which is the subject of the Application;

- (b) unconditional lien waivers and releases, conforming to the requirements of the California Civil Code Section 3262, from Contractor and each Subcontractor performing the Work for which payment was made pursuant to the Application for the Payment covering Work for the month one month prior to the pending Application for Payment;

- (c) such evidence as the District Representative may from time to time request that each Subcontractor has received the funds allocated to it in any previous Applications for Payment; provided however, that the District Representative shall have no duty to verify that any Subcontractors have been paid;

- (d) invoices, receipts, vouchers and other reasonable evidence substantiating the costs of the Changes in the Work included in the Application, if any;

- (e) a separate written certification by Contractor that there is no known basis for the filing of any Liens against the Site or any other property of the District.

6.2.2 Contractor also shall certify the amounts previously paid by District to Contractor, the amounts previously paid to Subcontractors and the amount currently due to Contractor, with the amounts, in each case, broken down by trades. The Application for Payment shall constitute a representation from the Contractor to the District that the Work has progressed to the point indicated in the Application, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to the payment in the amount requested.

6.2.3 When Contractor submits an Application for Payment, it shall be reviewed by District Vegetation Management for Access at Bear Creek Redwoods OSP

Representative as soon as possible to determine if it is a proper payment request. At the District Representative's request, Contractor shall attend monthly payment meetings to review Application for Payment. If District Representative determines an Application for Payment is not proper, it shall be returned to Contractor as soon as practicable, but no later than seven (7) days after receipt, and accompanied by a document stating the reasons the request is not proper. Upon receipt of a properly submitted and undisputed request, District Representative shall authorize payment to Contractor for the amount District Representative agrees is properly due within thirty (30) days of receipt of such proper request. Payment requests shall be submitted on District forms.

6.2.4 *Monthly Payment Not Acceptance of Work.* Monthly or partial payments shall not be considered as acceptance by District of the whole or any part of the Work done up to that payment or relieve Contractor of any of its obligations.

6.2.5 *5% Retention.* Following approval by District Representative of Contractor's Application for Payment, District shall pay the Contractor the approved amount; provided however, that except as to Contractor's General Conditions Costs (for which there will be no retention) a 5% retention shall be withheld from each progress payment. The retention will be paid to Contractor upon satisfaction of all the conditions to final payment set forth in Section 6.6.6.

6.2.6 *Substitute Securities.* Contractor may elect to substitute securities for monies withheld by District to ensure the performance of Contractor. The evaluation, handling, and deposition of substituted securities shall be as set forth in the California Public Contract Code §22300.

6.2.7 *Final Retention Payment.* After acceptance of the Work, Contractor shall submit to District Representative a request for the retained funds. The retained funds of the total Contract price shall be paid (except as otherwise provided in the Contract Documents) forty (40) calendar days after the filing date of the *Notice of Completion* and the receipt of all unconditional waivers and lien releases from subcontractors and suppliers. In the event of a dispute between District and Contractor, District may withhold from the Final Payment an amount not to exceed one-hundred-fifty percent (150%) percent of the disputed amount.

6.2.8 *Payments Withheld, Protection of Loss to District.* District Representative may withhold or nullify the whole or part of any progress payment as set out in the Contract Documents, including but not limited to payments withheld, to protect District from loss on account of:

- (a) Defective work not remedied.
- (b) Third party claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of Contractor to make payments properly owed subcontractors for materials, equipment or labor.
- (d) Reasonable evidence that the Contract cannot be completed for the unpaid balance.
- (e) Damage to District or to another contractor.

1. Default of Contractor in the performance of terms of the Contract.
2. Violation by Contractor of the apprenticeship requirements or the prevailing wage rate.
3. Reasonable evidence that the Work will not be completed within the Contract time.

6.2.9 *Evidence of Payments.* Contractor agrees that upon request of District Representative Contractor shall submit a sworn statement setting forth the Work done or material furnished by subcontractors and suppliers, and the amount due and to become due to each. Before the final payment Contractor shall, if requested, submit to District Representative a complete set of unconditional lien releases or vouchers showing payments made for materials and labor used in the Work.

6.2.10 *Releases; Receipts.* When required, Contractor shall deliver a copy of receipts to District Representative and an affidavit that the receipts include all labor and material for which a claim could be filed. Neither the final payment nor the retained percentages will be due Contractor before all required receipts are received. If any subcontractor refuses to furnish a receipt in full, Contractor may furnish a bond satisfactory to District that indemnifies District against any claim, cost or damage, including all legal fees. Contractor shall refund to District all monies that District may be compelled to discharge for any unsatisfied claim, including all costs and reasonable attorney's fees.

6.2.11 No payment request will be processed until District Representative verifies that the "As Built" documents are current and correct by initialing and dating said documents.

### **6.3 Claims.**

6.3.9 *Claim by Subcontractor, Supplier, Worker.* Any subcontractor, supplier of material or labor, worker or anyone having any claim against Contractor for work done or material furnished on the Work may give notice of such claim to District, who may withhold up to one-hundred twenty-five percent (125%) percent of the claim from payments due Contractor until the claim is settled. The provisions of this paragraph shall not lessen or diminish the right or duty of District to withhold payments under the provisions of the laws of the State of California.

6.3.10 *Claims Resolution.* Claims between Contractor and District arising from contracts valued at \$375,000.00 or less, shall be governed by the provision of the California Public Contract Code §20104 et seq. which provides special rules for meet and confer, mediation, and arbitration, and those valued in excess of \$375,000.00 shall be resolved by binding arbitration.

6.3.11 *Third Party Claims.* District shall have the authority to settle, pay or compromise third party claims related to the Contract Documents or the activities of Contractor related to the Project. District shall notify Contractor of District's receipt of any such third party claim within twenty (20) days of receipt.

#### **6.4 Final Inspection And Acceptance Of Work.**

6.4.1 When the Work is complete, Contractor shall request from District Representative a final inspection of the Work. District shall make the final inspection within ten (10) calendar days of the request. If District determines that the Work has been completed and is acceptable, District Representative shall formally accept the Work in writing. Upon acceptance, Contractor shall be relieved of maintaining and protecting the Work unless specified otherwise. If District determines that the Work is not complete or rejects the Work, Contractor shall be notified in writing of deficiencies and Contractor shall again initiate the procedure for final inspection after all such deficiencies are corrected.

6.4.2 At the final inspection, the Work may be substantially completed and accepted with a "minor" punch list as determined by District Representative. The punch list items are to be completed within the sixty (60) day retention period, otherwise Contractor waives any and all rights to the retention monies withheld by District. District Representative may hire another contractor or utilize District crews to complete the Work. All costs, including administrative costs, will be charged against the monies withheld and shall be deducted from the contract price.

6.4.3 Following final inspection by District Representative and the completion of all punch list items, District Representative will file a *Notice of Completion* for the project.

6.4.4 Before the date of the final inspection, the corrected and completed information shall be transferred to a clean full-sized copy, scanned and submitted to District Representative on CD, or other media approved by the District Representative, for review. Final payment shall be withheld until the "As-Built" documents are accepted.

#### **6.5 Guarantee; Correction Of Work After Final Payment.**

6.5.1 In addition to any guarantees required by the Plans and Specifications, Contractor guarantees all construction work and materials furnished under this Contract against defects for one (1) year from the date of final acceptance. Contractor shall be liable for all damages and income lost resulting from defects pertaining to the construction work and materials furnished under the Contract. Contractor shall, within seven (7) calendar days from receipt of written notice, repair and/or replace any defects (ordinary wear and tear excepted) and any resulting damage at Contractor's sole expense. In the event Contractor fails to remedy any defects within seven (7) calendar days from receipt of written notice, District may have defects remedied at Contractor's expense. Contractor shall pay District for all costs, including an administrative fee of fifteen percent (15%) of that cost, which the parties hereto agree is a fair and reasonable estimate of the costs likely to arise from such remedial work.

6.5.2 Nothing in this Contract shall relieve Contractor from responsibility for latent defects, departures from the Contract, fraud or gross mistakes and damage resulting from any of the above.

6.5.3 When required by the Contract Documents, guarantees shall be in the form of the following, on Contractor's own letterhead:

"GUARANTY-WARRANTY FOR \_\_\_\_\_"

We hereby warrant and guaranty that the \_\_\_\_\_ installed in the \_\_\_\_\_  
\_\_\_\_\_ has been done in accordance with the Plans and Specifications and that  
the Work as installed will fulfill the requirements of the guaranty-warranty included  
in these specifications.

We agree to reimburse District for any income lost and to repair or replace any or all of our work together with any other work which may be displaced by so doing, that may prove to be defective in workmanship or material within one (1) year from the date of acceptance of the above-named Project by District, without any expense whatsoever to District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the abovementioned conditions within seven (7) calendar days after being notified in writing by District, we, collectively and separately, do hereby authorize District to have such defects repaired and made good at our expense, and will honor and pay all costs and charges, including District's administrative fee of fifteen percent (15%) of the total cost, thereof upon demand.

Signed: \_\_\_\_\_

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

Subcontractor

Countersigned: \_\_\_\_\_

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

Contractor

## **ARTICLE SEVEN**

### **CHANGES IN THE WORK**

#### **7.1 Change Orders.**

**7.1.1 District Right to Require Changes.** The District reserves the right to make such alterations, deviations, additions to, or deletions from, the Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of the work, or to delete any item or portion of the work, as may be deemed by the District Representative to be necessary or advisable, and to require such extra work as may be determined by the District

Representative to be required for the proper completion or construction of the whole Work. If District Representative determines that a change ordered by District caused an increase or decrease in Contractor's costs or time required for completing the Contract, appropriate adjustments to the Contract price and/or time shall be made. Contractor shall not be entitled to any compensation for extra work or time to finish the Contract without a written Change Order from District Representative. Failure to agree on an adjustment of the Contract price or time extension shall not excuse Contractor from proceeding with the Work as changed.

**7.1.2 Form of Change Order.** The Contractor or District Representative may request changes to the work. Once proposed changes have been reviewed and approved, the Contractor shall submit a Change Order. Proposed Change Order Requests and Change Orders shall be completed using the forms attached hereto and incorporated herein as Exhibits 4 and 5. Once Change Order is approved by the District Representative, payment in accordance with the provisions as to compensation set forth therein shall constitute full compensation for all work included therein or required thereby. Any such changes will be set forth in a Change Order, in the form attached hereto and incorporated herein as Exhibit 5, which specifies, in addition to the Work to be done in connection with the change made, adjustment of contract time, if any, and the basis or amount of any additional compensation for such Work. No Change Order shall be effective until approved in writing as set forth herein by the District Representative. Upon receipt of an approved Change Order, the Contractor shall proceed with the ordered Work. If ordered in writing by the District Representative, the Contractor shall proceed with the Work so ordered prior to actual receipt of an approved Change Order. In such cases, the District Representative will, as soon as practicable, issue an approved Change Order for such work and the provisions hereof regarding "Procedure and Protest" shall be fully applicable to such subsequently issued Change Order. An approved Change Order shall supersede a proposed, but unapproved, Change Order covering the same Work.

**7.1.3** When the compensation for an item of work is subject to adjustment under these provisions, the Contractor shall, upon request, furnish the District Representative with adequately detailed cost data for such item of work. If the Contractor requests an adjustment in compensation for an item of work as provided, such cost data shall be submitted with his request.

**7.1.4 Procedure and Protest.** A Change Order approved by the District Representative may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved Change Order that he has not executed, he shall submit a written protest to the District Representative within fifteen (15) days after the receipt of such approved Change Order. An un-protested approved Change Order will be considered an executed Change Order as that term is used herein.

(a) The protest shall state the points of disagreement, and, if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved Change Order and such payment shall constitute full compensation for all work included therein or required thereby.

(b) Where the protest concerning an approved Change Order relates to compensation, the compensation payable for all Work specified or required by said Change Order to which such protest relates will be determined as provided herein. The Contractor shall keep full and complete records of the cost of such Work and shall permit the District Representative to have such access thereto as may be necessary to assist in the determination of the compensation payable for such Work.

(c) Where the protest concerning an approved Change Order relates to the adjustment

of contract time for the completion of the work, the time to be allowed thereof will be determined as provided for in Paragraph 4.13.3, "*Liquidated Damages for Delay*".

**7.1.5 Eliminated Items.** Should any contract item of the Work be eliminated in its entirety, in the absence of an executed Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the District Representative of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the District Representative, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the District and the actual cost of any further handling by Contractor will be reimbursed. If the material is returnable to the vendor, and if the District Representative so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material and the actual cost of handling such returned material reimbursed. The actual costs or charges to be paid by the District to the Contractor as provided for herein will be computed in the same manner as if the Work were to be paid for on a force account basis.

**7.2 Changes In Character Of Work.** If an ordered change in the Plans or Specifications materially changes the character of the Work of a contract item from that on which the Contractor based his bid price, and if the change increases or decreases the actual unit cost of such changed item as compared to the actual or estimated actual unit cost of performing the Work of said item in accordance with the Plans and Specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation thereof will be made in accordance with the following:

**7.2.1** The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the Work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the Work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the District Representative in the same manner as if the Work were to be paid for on a force account basis; or such adjustment will be as agreed to by the Contractor and the District Representative. Any such adjustment will apply only to the portion of the Work of said item actually changed in character. At the option of the District Representative, the Work of said item or portion of item that is changed in character will be paid for by force account.

**7.2.2** If the compensation for an item of Work is adjusted under this Section, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions of the paragraph titled "Increased or Decreased Quantities."

**7.2.3** Failure of the District Representative to recognize a change in character of the Work at the time the approved contract change order is issued shall not be construed as relieving the Contractor of the duty and responsibility of filing a written protest within the fifteen (15) day limit as provided in the paragraph titled "Procedure and Protest."

**7.3 Extra Work.** New and unforeseen Work will be classed as Extra Work when determined by the District Representative that such Work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event portions of such Work are

determined by the District Representative to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such Work will be classed as Extra Work. Extra Work also includes Work specifically designated as Extra Work in the Plans or Specifications. The Contractor shall do such Extra Work and furnish labor, material, and equipment thereof upon receipt of an approved contract Change Order or other written order of the District Representative, and in the absence of such approved contract Change Order or other written order of the District Representative, he shall not be entitled to payment for such Extra Work. Payment for Extra Work required to be performed pursuant to the provisions in this Section, in the absence of an executed contract Change Order, will be made by force account; or as agreed to by the Contractor and the District Representative.

**7.4 Contract Price Adjustments.** Contract price adjustments for Work covered by an authorized Change Order shall be made as follows:

**7.4.1** Compensation shall be computed on the basis of one or more of the following:

**7.4.1.1** Unit prices, as shown on the Bid Proposal; or

**7.4.1.2** Lump sum, as agreed upon by District and Contractor based on the estimated cost of the extra Work, plus a "fixed fee", as follows:

(a) The estimated cost is the sum of the following:

(b) Labor - Gross wages or salaries (including authorized overtime) of Contractor and/or subcontractor employees directly employed on the Extra Work.

(c) Labor Fringe Benefits - Additional direct labor expenses of workers (i.e., health & welfare, pension, vacation/holidays and training, and all benefits required by collective bargaining agreements).

(d) Labor Surcharge - Additional Social Security and unemployment taxes as required by State and Federal laws (maximum 11.95% allowed).

(e) Materials - Contractor furnished materials permanently incorporated by the Extra Work (including sales tax). Contractor shall not gain from District furnished materials.

(f) Miscellaneous - Specialized tools, appliances, implements, utilities, royalties, permits, inspections, fees, etc., exclusive to the Extra Work.

(g) Equipment - On site equipment and rental equipment used in the Extra Work.

(h) Bonds - Costs to cover additional payment and performance bond charges (maximum 1% allowed).

**7.4.1.3** The "fixed fee" shall be a percentage of the estimated costs and shall constitute full compensation for all costs and expenses not listed above. These charges for overhead and profit shall not exceed the following:

(a) Twenty percent (20%) of the estimated cost of labor.

(b) Fifteen percent (15%) of the estimated cost of materials and miscellaneous costs.

(c) Ten percent (10%) of the estimated cost of owned or rented equipment.

**7.4.1.4** The limits upon overhead and profit shall be as follows:

(a) Overhead and profit for Contractor or any subcontractor who has the Work performed by a subcontractor or second tier subcontractor shall not exceed five percent (5%) of the extra work cost.

(b) Overhead and profit for all contract tiers shall never exceed fifteen percent (15%) of the actual extra work.

- (c) The responsibility of distributing Extra Work overhead and profit among contractor tiers rest solely with Contractor.

7.4.1.5 Time and Materials, as observed and agreed upon, on a daily basis by District Representative and Contractor for labor, materials and equipment used to accomplish the Extra Work. A daily log of such shall be signed by both parties and will be the basis for a subsequent Change Order. District Representative's determination of allowable costs shall be final and binding.

7.4.1.6 For Work deleted, the reduction in the Contract price shall be computed as follows:

- (a) Unit price(s).
- (b) A lump sum agreed upon by Contractor and District Representative based on the estimated cost of the deleted Work. No fixed fee shall be added to the estimated cost.
- (c) If the parties are unable to agree on the reduction in the Contract price, District Representative shall make a final and binding determination of the reduction in price based upon the estimated cost savings to Contractor.

**7.5 Contract Time Adjustments.** Adjustments in time allowed for completion of the Work due to change orders shall be made by in consultation between the parties. If the parties are unable to agree on the time extension or reduction, District Representative shall make a final and binding determination of the time extension or reduction allowed for the change.

**7.6 Claims For Extras.** If Contractor claims that any instructions received from District involve extra cost or time, Contractor shall give District Representative written claim for Extra Work before further proceeding with the Work. No oral statements of any person whosoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

## ARTICLE EIGHT

### TERMINATION OF THE CONTRACT

#### **8.1 Termination For Default And Acts Of Nature.**

8.1.1 *Grounds.* District may terminate this Contract for any of the following causes of Default or Acts of Nature:

- (a) Contractor breaches any provision of the Contract.
- (b) Contractor makes an assignment to creditors.
- (c) Contractor files for bankruptcy.
- (d) A receiver is appointed due to Contractor's insolvency.
- (e) In the sole opinion of District Representative, Contractor fails to supply adequate

or proper workers, materials, tools or equipment.

- (f) Contractor disregards written instructions from District Representative.
- (g) In the sole opinion of District Representative, Contractor refuses or fails to prosecute the Work with the diligence that assures completion of Work within the contracted time period.
- (h) The Work is damaged by Act of God as provided for herein.

8.1.2 *Notice.* District shall give Contractor and its sureties written notice when grounds for termination by Default exist. The notice shall set forth the nature of the Default and the time allowed for correction thereof. Contractor's right to do the Work shall automatically terminate if the Default is not corrected within the set time.

8.1.3 *District's Remedies.* Upon termination, District may either require Contractor's sureties to complete the Work or take over the Work and/or employ another contractor to complete the Work.

8.1.4 *Payment after Termination.* If District terminates Contractor for Default, Contractor shall not receive any payment before the entire Work is complete and accepted by District Representative. District may assume and finish the Work or hire another contractor to finish the Work. District will pay Contractor any monies of the Contract (less retention) that remain after deducting for all damages and the full cost of finishing the Work plus liquidated damages of ten percent (10%) of said cost, the actual damages to District being difficult to fully ascertain, and the parties hereby agree that this is a fair and reasonable estimation thereof. Contractor and/or Contractor's sureties shall be liable to District for all damages and costs, plus the additional ten percent (10%) of damages and costs exceeding the Contract price.

8.1.5 *No Waiver.* Actions pursuant to this paragraph shall not waive, prejudice, or in any way diminish or limit such other rights or remedies as District may have in law or equity.

**8.2 Contractor's Abandonment.** Contractor's abandonment or failure to supply sufficient material or workers to conduct the Work for a period of more than three (3) Working Days after receipt of written notification from District of such failure shall be grounds for termination of Contractor's control of the Work. District may thereafter assume control of the Work and charge Contractor any and all costs and expenses for the finishing of the Work. The withholding of payments, the application of such to the completion of the Work, the payment of liquidated damages and penalties, and any further payment due Contractor shall be as set forth herein.

### **8.3 Abandonment.**

8.3.1 *District's Right.* District has the right to abandon or indefinitely postpone any part or the entirety of the Contract at any time. District Representative will give Contractor written notice of abandonment specifying the extent and date of termination.

8.3.2 *Contractor's Obligation.* Unless otherwise directed in writing by District Representative, Contractor shall after receipt of Notice of Abandonment:

- (a) Stop work under the Contract to the extent and date specified;
- (b) Place no further orders for materials, services, or facilities except as required to complete the Work not abandoned;
- (c) Terminate and settle all orders and subcontracts that relate to the Work abandoned;
- (d) Settle all outstanding liabilities and claims arising out of abandonment to the satisfaction of District Representative;

- (e) Transfer title to District and deliver as directed by District Representative: all fabricated or un-fabricated parts, works in process or complete, supplies, and all other materials produced or acquired in connection with the Work abandoned; and complete or partly complete plans, drawings, information, and all other property required to be furnished to District;
- (f) Complete the Work not abandoned;
- (g) Protect and preserve property related to this Contract in the possession of Contractor which District has or may acquire; and
- (h) Submit an application for final payment to District Representative.

8.3.3 *Payment.* District Representative shall issue payment to Contractor for all work performed and materials provided plus any retention withheld up to the effective date of abandonment. Payment shall constitute the full amount due Contractor by District.

## **Exhibit A**

### **Agreement Scope of Services (Contractor Bid Proposal Form)**

**Exhibit 1**  
**LABOR AND MATERIALS PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:** That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety or Sureties, hereinafter called Surety, are held firmly bound unto the Midpeninsula Regional Open Space District, hereinafter called Obligee, for the use and benefit of all persons and laborers of every class performing any work or labor upon or bestowing skill or other necessary services or furnishing materials, provisions, provender or other supplies to be used or consumed in, or furnishing equipment or power contributing to the work described in the agreement hereinafter mentioned, or in any alteration, modification or extension thereof, which persons and laborers are hereinafter called Claimants, in the amount of (spell amount) \_\_\_\_\_ (\$ \_\_\_\_\_), for which payment, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** a certain written Agreement, dated \_\_\_\_\_, 20\_\_ was made and executed by and between the Obligee, as Owner, and Contractor, which agreement is hereinafter called the Contract and is by reference made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Contractor shall promptly make payment to all Claimants for all labor and material used or reasonably required for use in the performance of the Contract, or any alteration, modification or extension thereof, whether the Contract, or any alteration, modification or extension thereof, is determined to be void, voidable, or otherwise, or for any amount due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the California Franchise Tax Board from the wages of employees of the Contractor and/or any and all subcontractors pursuant to California Revenue and Taxation Code Section 18806 with respect to such work or labor, then this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The Contractor and Surety hereby jointly and severally agree with the Obligee that every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last said Claimant's work or labor was done or performed or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for payment of any costs or expenses of any such suit. No suit or action shall be commenced hereunder by any Claimant:

1. Unless Claimant, other than a Claimant having a direct contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Obligee or the Surety, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which

said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Contractor, Obligee, or Surety, at any place where its office is regularly maintained for the transaction of business, or by personal service.

2. After the expiration of seven months from the date of recordation of a Notice of Completion or Notice of Cessation if such notice is recorded pursuant to Civil Code Sections 3092 or 3093; or, if no such Notice of Completion or Notice of Cessation is recorded, after nine months from the date of completion or cessation of the work.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith herewith, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claims for the amount of such lien be presented under and against this bond. It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties bind themselves in the above stated sum only to the extent of the amount set forth opposite each Surety's name in Appendix A to this bond, which Appendix A is attached hereto and by this reference made a part hereof.

**IN WITNESS WHEREOF**, the Contractor and the Surety or Sureties have hereunto signed their names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____	_____
Contractor Name	Surety
_____	_____
_____	_____
Contractor Signature	Attorney-in-Fact

## Exhibit 2

### PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS:** That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety of Sureties, hereinafter called Surety, are held firmly bound unto the Midpeninsula Regional Open Space District, as Obligee, herein after called District, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** a certain written Agreement, dated \_\_\_\_\_, 20\_\_\_\_, was made and executed by and between the District, as Owner and Contractor, which agreement is hereinafter called the Contract and is by reference made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Contractor shall well and faithfully keep and perform all the covenants and agreements of Contract, and all alterations, modifications, and extensions thereof, by the Contractor to be kept and performed, and shall fully complete all of the work described in the Contract, and all alterations, modifications, and extensions thereof, and shall save and hold harmless the district from any and all loss of damage arising out of the failure of the Contractor and/or any and all subcontractors, to fulfill the Contract, and all alterations, modifications and extensions thereof, and shall fully reimburse and pay to the District all outlay and costs which the District may incur in making good any default of the Contractor and/or subcontractors, and in replacing and/or making good any defective material or faulty material or workmanship in the work of the contractor and/or any and all subcontractors, which may be discovered within one year subsequent to the completion and acceptance of the work provided for in the contract, then the above obligation shall be void; otherwise, it shall be and remain in full force and effect.

It is expressly covenanted and agreed by and between the Contractor and the Surety that the liability of the Contractor and the Surety shall at all times, and under all circumstances, be co-extensive, and that the Surety shall not be discharged, released or exonerated from liability under this bond, in whole or in part, by an alteration and/or modification of the contract, whether notice hereof is given the Surety or not, and that the surety shall be bound thereby, and also bound by any departure or deviation on the part of the District from the terms of the Contract.

It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties, bind themselves in the above stated sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of them, and for all other

purposes each Surety binds itself, jointly and severally with the Contractors for the payment of such above stated sum only to the extend of the amount set forth opposite the Surety's name in Appendix A to the bond, which Appendix A is attached hereto and by this reference made a part hereof.

No change or alteration or modification of the Contract or of the work required thereunder shall release or exonerate any Surety or Sureties on the bond. This bond shall remain in full force and effect notwithstanding that the contract or any applicable law or statute of the State of California shall be held to be invalid.

**IN WITNESS WHEREOF**, the Contractor and the Surety or Sureties have hereunto signed their names this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Contractor

\_\_\_\_\_

Surety

\_\_\_\_\_

Signature

\_\_\_\_\_

Attorney-in-Fact

**Exhibit 3**  
**WORKERS' COMPENSATION CERTIFICATE**

**Labor Code Section 1861**

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.

---

Signature

---

Date

**Exhibit 4**  
**PROPOSED CHANGE ORDER REQUEST TEMPLATE**

Proposed Change Order No. \_\_\_\_\_

***Project*** \_\_\_\_\_

***Contactor*** \_\_\_\_\_

***Date of Issue*** \_\_\_\_\_

The following Change is being considered for the Project. Contractor shall quote on this "Proposed Change Order" form, a proposed amendment to the Contract Price and to the Contract Term which would be required if the District were to order the proposed Change. **THIS DOCUMENT IS NOT AN ORDER FOR CHANGES TO THE CONTRACT.**

**Describe Change here and “as per attached description” if necessary.**

\_\_\_\_\_  
District Representative

**Exhibit 5**  
**CHANGE ORDER TEMPLATE**

Change Order No. \_\_\_\_\_

***Project***

***Purchase***

***Order No.***

***Contactor***

***Date of Issue***

Contractor is directed to, and hereby agrees to, proceed promptly with the specific changes to the Work attached hereto and incorporated herein, in conformity with the Contract Documents:

The ADDITIONAL CHARGE or DEDUCTION (circle one) for the above work is	\$	
The original Contract Sum was	\$	
Net change by previous Change Orders	\$	
<b>The Contract Sum prior to this Change Order was</b>	\$	
The Contract Sum will be (increased) (decreased) (unchanged) by	\$	
The new Contract Sum including this Change Order will be	\$	
The Contract Time will be (increased) (decreased) (unchanged) by		cal.days
The Completion Date as of the date of this Change Order is		

\_\_\_\_\_

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

Contractor

\_\_\_\_\_

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

District Representative

## Attachment E-1

### Herbicide Treated Area

Application of an herbicide was made in this area.

**Signal Word:**      **Caution**                      ☐ **Warning**                      ☐ **Danger**

Product Name: \_\_\_\_\_ Manufacturer: \_\_\_\_\_

Active Ingredient: \_\_\_\_\_ EPA Registration #: \_\_\_\_\_

Target Weed(s): \_\_\_\_\_

Preserve: \_\_\_\_\_ Location: \_\_\_\_\_

Date(s) of Application: \_\_\_\_\_ to \_\_\_\_\_

Date Sign May Be Removed: \_\_\_\_\_

If you have any questions regarding this notification or require additional information,  
Contact: Coty Sifuentes at (650) 691-1200.



Midpeninsula Regional Open Space District



Signs for this Application

## Attachment E-2

### District BMPs for IPMP

BMP ID#	Best Management Practices
1	All pesticide use shall be implemented consistent with Pest Control Recommendations prepared annually by a licensed Pest Control Advisor.
2	Surfactants and other adjuvants shall be used and applied consistent with the District's Pest Control Recommendations.
3	Applicators shall follow all pesticide label requirements and refer to all other BMPs regarding mandatory measures to protect sensitive resources and employee and public health during pesticide application.
4	Pesticide applicators shall have or work under the direction of a person with a Qualified Applicator License or Qualified Applicator Certificate. Contractors and grazing and agricultural tenants may apply approved herbicides after review and approval by the District and under the direction of QAL/QAC field supervisors. Employees, contractors and tenants may install approved ant and roach bait stations inside buildings in tamper-proof containers without review by a QAL/QAC. Tenants may not use rodenticides; only qualified District staff or District contractors may use approved rodenticides and these should only be used in the event of an urgent human health issue and in anchored, tamper-proof containers inside buildings.
5	All storage, loading and mixing of herbicides shall be set back at least 300 feet from any aquatic feature or special-status species or their habitat or sensitive natural communities. All mixing and transferring shall occur within a contained area. Any transfer or mixing on the ground shall be within containment pans or over protective tarps.
6	Appropriate non-toxic colorants or dyes shall be added to the herbicide mixture to determine treated areas and prevent over-spraying.
7	<p>Application Requirements - The following general application parameters shall be employed during herbicide application:</p> <ul style="list-style-type: none"> <li>▲ Application shall cease when weather parameters exceed label specifications, when wind at site of application exceeds 7 miles per hour (MPH), or when precipitation (rain) occurs or is forecasted with greater than a 40 percent probability in the next 24-hour period to prevent sediment and herbicides from entering the water via surface runoff;</li> <li>▲ Spray nozzles shall be configured to produce a relatively large droplet size;</li> <li>▲ Low nozzle pressures (30-70 pounds per square inch [PSI]) shall be observed;</li> <li>▲ Spray nozzles shall be kept within 24 inches of vegetation during spraying;</li> <li>▲ Drift avoidance measures shall be used to prevent drift in locations where target weeds and pests are in proximity to special-status species or their habitat. Such measures can consist of, but would not be limited to the use of plastic shields around target weeds and pests and adjusting the spray nozzles of application equipment to limit the spray area.</li> </ul>
8	Notification of Pesticide Application – Signs shall be posted notifying the public, employees, and contractors of the District's use of pesticides. The signs shall consist of the following information: signal word, product name, and manufacturer; active ingredient; EPA registration number; target pest; preserve name; treatment location in preserve; date and time of application; date which notification sign may be removed; and contact person with telephone number. Signs shall generally be posted 24 hours before the start of treatment and notification shall remain in place for 72 hours after treatment ceases. See the IPM Guidance Manual for details on posting locations, posting for pesticide use in buildings and for exceptions.
9	Disposal of Pesticides – Cleanup of all herbicide and adjuvant containers shall be triple rinsed with clean water at an approved site, and the rinsate shall be disposed of by placing it in the batch tank for application. Used containers shall be punctured on the top and bottom to render them unusable, unless said containers are part of a manufacturer's container recycling program, in which case the manufacturer's instructions shall be followed. Disposal of non-recyclable containers shall be at legal dumpsites. Equipment shall not be cleaned and personnel shall not bathe in a manner that allows contaminated water to directly enter any body of water within the treatment areas or adjacent watersheds. Disposal of all pesticides shall follow label requirements and local waste disposal regulations.
10	All appropriate laws and regulations pertaining to the use of pesticides and safety standards for employees and the public, as governed by the U.S. Environmental Protection Agency, the California Department of Pesticide Regulation, and local jurisdictions shall be followed. All applications shall adhere to label directions for application rates and methods, storage, transportation, mixing, and container disposal. All contracted applicators shall be appropriately licensed by the state. District staff shall coordinate with the County Agricultural Commissioners, and all required licenses and permits shall be obtained prior to pesticide application.
11	Sanitation and Prevention of Contamination - All personnel working in infested areas shall take appropriate precautions to not carry or spread weed seed or SOD-associated spores outside of the infested area. Such precautions will consist of, as necessary based on site conditions, cleaning of soil and plant materials from tools, equipment, shoes, clothing, or vehicles prior to entering or leaving the site.
12	All staff, contractors, and volunteers shall be properly trained to prevent spreading weeds and pests to other sites.
13	District staff shall appropriately maintain facilities where tools, equipment, and vehicles are stored free from invasive plants.
14	District staff shall ensure that rental equipment and project materials (especially soil, rock, erosion control material and seed) are free of invasive plant material prior to their use at a worksite.

### District BMPs for IPMP

BMP ID#	Best Management Practices
15	Suitable onsite disposal areas shall be identified to prevent the spread of weed seeds.
16	Invasive plant material shall be rendered nonviable when being retained onsite. Staff shall desiccate or decompose plant material until it is nonviable (partially decomposed, very slimy, or brittle). Depending on the type of plant, disposed plant material can be left out in the open as long as roots are not in contact with moist soil, or can be covered with a tarp to prevent material from blowing or washing away.
17	District staff shall monitor all sites where invasive plant material is disposed on-site and treat any newly emerged invasive plants.
18	When transporting invasive plant material off-site for disposal, the plant material shall be contained in enclosed bins, heavy-duty bags, or a securely covered truck bed. All vehicles used to transport invasive plant material shall be cleaned after each use.
19	Aquatic Areas –A District biologist shall survey all treatment sites prior to work to determine whether any aquatic features are located onsite. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Aquatic features are defined as any natural or manmade lake, pond, river, creek, drainage way, ditch, spring, saturated soils, or similar feature that holds water at the time of treatment or typically becomes inundated during winter rains. If during the survey it is found that aquatic features are present within 15 feet of the proposed treatment area, the District shall either eliminate all treatment activities within 15 feet of the aquatic feature from the project (i.e. do not implement treatment actions in those areas) or if the District chooses to continue treatment actions in these areas, it shall follow the requirements of the mitigation measure for special-status wildlife species and the CDFW Streambed Alteration Agreement.
20	Application of herbicides shall be conducted in accordance with the California Red-Legged Frog Injunction (Center For Biological Diversity v. U.S. Environmental Protection Agency (2006) Case No.: 02-1580-JSW) in known or potential California red-legged frog habitat specifically by: not applying glyphosate within 15 feet of aquatic features (including areas that are wet at time of spraying or areas that are dry at time of spraying but subsequently might be wet during the next winter season); utilizing only spot-spraying techniques and equipment by a certified applicator or person working under the direct supervision of a certified applicator; and not spraying during precipitation or if precipitation is forecast to occur within 24 hours before or after the proposed application. Preserves in which these precautions must be undertaken are: Miramontes Ridge, Purisima Creek Redwoods, El Corte de Madera, La Honda Creek, Picchetti Ranch, Russian Ridge, Sierra Azul, Tunitas Creek, Skyline Ridge, Rancho San Antonio, Monte Bello and Coal Creek OSPs and Toto Ranch.
21	<p>A District biologist shall survey all selected treatment sites prior to work to determine site conditions and develop any necessary site-specific measures. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Site inspections shall evaluate existing conditions at a given treatment site including the presence, population size, growth stage, and percent cover of target weeds and pests relative to native plant cover and the presence of special-status species and their habitat, or sensitive natural communities.</p> <p>In addition, worker environmental awareness training shall be conducted for all treatment field crews and contractors for special-status species and sensitive natural communities determined to have the potential to occur on the treatment site by a District biologist. The education training shall be conducted prior to starting work at the treatment site and upon the arrival of any new worker onto sites with the potential for special-status species or sensitive natural communities. The training shall consist of a brief review of life history, field identification, and habitat requirements for each special-status species, their known or probable locations in the vicinity of the treatment site, potential fines for violations, avoidance measures, and necessary actions if special-status species or sensitive natural communities are encountered.</p>
22	<p>Nesting Birds - For all IPM activities that could result in potential noise and other land disturbances that could affect nesting birds (e.g., tree removal, mowing during nesting season, mastication, brush removal on rangelands), treatment sites shall be surveyed to evaluate the potential for nesting birds. Tree removal will be limited, whenever feasible, based on the presence or absence of nesting birds. For all other treatments, if birds exhibiting nesting behavior are found within the treatment sites during the bird nesting season: March 15 – August 30 for smaller bird species such as passerines and February 15 - August 30 for raptors, impacts on nesting birds will be avoided by the establishment of appropriate buffers around active nests. The distance of the protective buffers surrounding each active nest site are: 500 feet for large raptors such as buteos, 250 feet for small raptors such as accipiters, and 250 feet for passerines. The size of the buffer may be adjusted by a District biologist in consultation with CDFW and USFWS depending on site specific conditions. Monitoring of the nest by a District biologist during and after treatment activities will be required if the activity has potential to adversely affect the nest. These areas can be subsequently treated after a District biologist or designated biological monitor confirms that the young have fully fledged, are no longer being fed by the parents and have left the nest site. For IPM activities that clearly would not have adverse impacts to nesting birds (e.g. treatments in buildings and spot spraying with herbicides), no survey for nesting birds would be required.</p>

### District BMPs for IPMP

BMP ID#	Best Management Practices
23	San Francisco dusky-footed woodrat and Santa Cruz kangaroo rat – All District staff, volunteers or contractors who will implement treatment actions shall receive training from a qualified biologist on the identification of dusky-footed woodrat, Santa Cruz kangaroo rat, and their nests. Generally, all San Francisco dusky-footed woodrat, Santa Cruz kangaroo rat, and their nests will be avoided and left undisturbed by proposed work activities. If a nest site will be affected, the District will consult with CDFW. Rodenticides, snap traps, and glue boards shall not be used in buildings within 100 feet of active San Francisco dusky-footed woodrat nests or Santa Cruz kangaroo rat nests; instead rodent control in these areas will be limited to non-lethal exclusion and relocation activities including relocation of nests if approved by CDFW. Tenants will contact the District for assistance in managing rat populations in buildings and under no circumstances will be allowed to use rodenticides.
24	Where appropriate, equipment modifications, mowing patterns, and buffer strips shall be incorporated into manual treatment methods to avoid disturbance of grassland wildlife.
25	Rare Plants – All selected treatment sites shall be surveyed prior to work to determine the potential presence of special-status plants. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. A 15-foot buffer shall be established from special-status plants. No application of herbicides shall be allowed within this buffer. Non-herbicide methods can be used within 15 feet of rare plants but they shall be designed to avoid damage to the rare plants (e.g., pulling).
26	Cultural Resources – District staff, volunteer crew leaders, and contractors implementing treatment activities shall receive training on the protection of sensitive archaeological, paleontological, or historic resources (e.g., projectile points, bowls, baskets, historic bottles, cans, trash deposits, or structures). In the event volunteers would be working in locations with potential cultural resources, staff shall provide instruction to protect and report any previously undiscovered cultural artifacts that might be uncovered during hand-digging activities. If archaeological or paleontological resources are encountered on a treatment site and the treatment method consists of physical disturbance of land surfaces (e.g., mowing, brushcutting, pulling, or digging), work shall avoid these areas or shall not commence until the significance of the find can be evaluated by a qualified archeologist. This measure is consistent with federal guidelines 36 CFR 800.13(a), which protects such resources in the event of unanticipated discovery.
27	Post-Treatment Monitoring – District staff shall monitor IPM activities within two months after treatment (except for routine minor maintenance activities which can be evaluated immediately after treatment) to determine if the target pest or weeds were effectively controlled with minimum effect to the environment and non-target organisms. Future treatment methods in the same season or future years shall be designed to respond to changes in site conditions.
28	Erosion Control and Revegetation - For sites with loose or unstable soils, steep slopes (greater than 30 percent), where a large percentage of the groundcover will be removed, or near aquatic features that could be adversely affected by an influx of sediment, erosion control measures shall be implemented after treatment. These measures could consist of the application of forest duff or mulches, straw bales, straw wattles, other erosion control material, seeding, or planting of appropriate native plant species to control erosion, restore natural areas, and prevent the spread or reestablishment of weeds. Prior to the start of the winter storm season, these sites shall be inspected to confirm that erosion control techniques are still effective.
29	<p>Operation of noise-generating equipment (e.g., chainsaws, wood chippers, brush-cutters, pick-up trucks) shall abide by the time-of-day restrictions established by the applicable local jurisdiction (i.e., City and/or County) if such noise activities would be audible to receptors (e.g., residential land uses, schools, hospitals, places of worship) located in the applicable local jurisdiction. If the local, applicable jurisdiction does not have a noise ordinance or policy restricting the time-of-day when noise-generating activity can occur, then the noise-generating activity shall be limited to two hours after sunrise and two hours before sunset, generally Monday through Friday. Additionally, if noise-generating activity would take place on a site that spans over multiple jurisdictions, then the most stringent noise restriction, as described in this BMP or in a local noise regulation, would apply.</p> <p>For IPM sites where the marbled murrelet has the potential to nest, as identified in the District's 2014 maps (see attachment) if noise-generating activities would occur during its breeding season (March 24 to September 15), the IPM activities would be subject to the noise requirements listed in the most current in the CDFW RMA issued to the District (see attachment).</p>
30	All motorized equipment shall be shut down when not in use. Idling of equipment and off-highway vehicles will be limited to 5 minutes.

[illegible]



Figure 1: Task 1 and 2; Alternative Tasks D

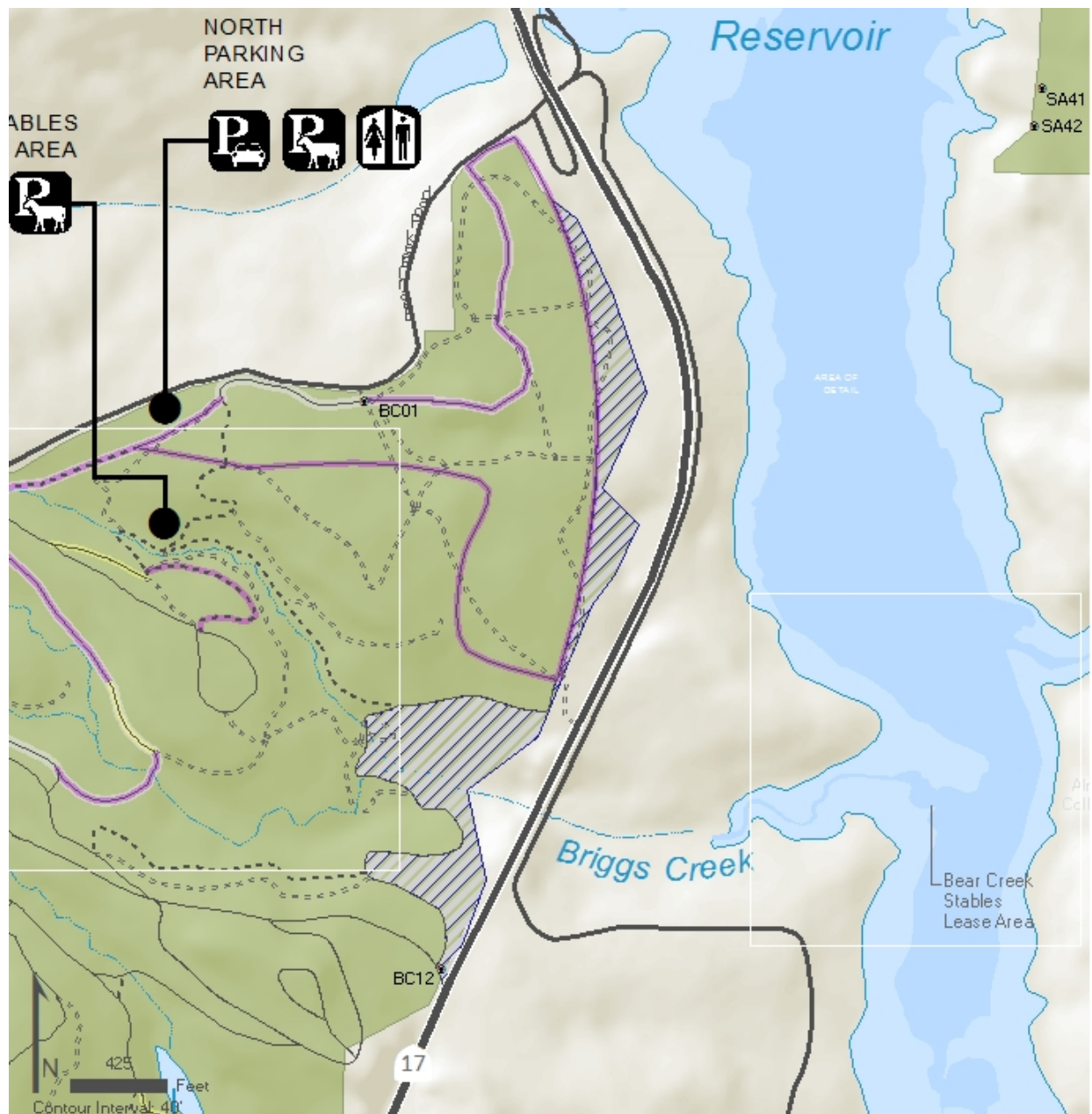


FIGURE 3-7 Maintenance & Operations Plan

Figure 2: Task 3



Figure 3: Task 4

## Attachment E-4

### District Mitigation Measures

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
4.1	Aesthetics and Views			
4.1-1	<b>Adverse effects on scenic vistas or substantial degradation of existing visual character or quality.</b> Manual and mechanical IPM treatments for recreational facilities and fuel management would affect limited areas adjacent to trails, roads, and other recreational facilities and adjacent to structures. These treated areas would not be dominant in panoramic views that provide scenic vistas. Mechanical IPM treatments for vegetation management on rangelands, agricultural lands, and natural lands have the potential to affect larger areas yet would be subject to best management practice (BMP) 28 that requires erosion control be applied to areas that are susceptible to runoff or erosion, and this would likewise prevent degradation of visual resources. Chemical IPM treatments around buildings and recreational facilities would be limited in area; treatments on rangelands, agricultural areas, and natural lands would be selectively applied to target species. Therefore, IPM chemical treatments would not result in visual changes over large areas that would be dominant in panoramic views and scenic vistas.	Less-than-significant	No mitigation measures are required.	Less-than-significant
4.1-2	<b>Impacts to scenic resources within a state scenic highway.</b> Manual and mechanical IPM treatments for pest control and fire prevention would affect limited areas adjacent to structures, along trails, and at recreation facilities. These treated areas would not be dominant in views from state scenic highways. Manual and mechanical treatments for invasive plants on rangelands, agricultural lands, and natural lands may affect broader areas and some may occur near or be visible from scenic highways. However, those mechanical treatment methods that have the potential to affect large areas would be subject to BMP 28 that requires erosion control be applied to areas that are susceptible to runoff or erosion, which would prevent degradation of visual resources. Chemical treatment options around buildings and recreational facilities would be limited in area; treatments on rangelands, agricultural areas, and natural lands would be selectively applied to target pest species. The treatment options would restore scenic integrity of working and natural landscapes. These activities, which are limited in scale, are currently occurring throughout District lands. Under the IPMP these activities would continue to be implemented in a similar manner and at a similar scale to control pests.	Less-than-significant	No mitigation measures are required	Less-than-significant

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
	Therefore, implementation of the proposed IPM program would not cause a substantial adverse effect on scenic resources within a state scenic highway.			
4.2	Biological Resources			
4.2.1	<p><b>Impacts to special-status wildlife species.</b> Manual, mechanical, or chemical treatments could result in direct mortality of special-status amphibian, reptile or fish species, or impacts to their federally designated critical habitat. Manual or mechanical treatment of host plants or chemical application of pyrethrin could result in direct mortality of special-status invertebrates. Manual treatments could result in direct mortality through trapping within structures and loss of occupied roosting habitat for special-status bats. As a result the project would result in potentially significant impacts to special-status amphibian and reptile species (California red-legged frog, foothill yellow-legged frog, northern western pond turtle, San Francisco garter snake, California tiger salamander), special-status fish (tidewater goby, central California coast steelhead, central California coast coho salmon), special-status invertebrate species (bay checkerspot butterfly, California silverspot butterfly, Smith's blue butterfly, and Zayante band-winged grasshopper), and special-status bat species (Townsend's big-eared bat, western red bat, fringed myotis, hoary bat, long-eared myotis, long-legged myotis, and pallid bat, San Francisco dusky-footed woodrat and Santa Cruz kangaroo rat).</p>	Potentially significant	<p><b>Mitigation Measure 4.2-1a: Mitigation for impacts to special-status amphibian and reptile species (California red-legged frog, foothill yellow-legged frog, northern western pond turtle, San Francisco garter snake, California tiger salamander).</b></p> <p>▲ Prior to conducting any mechanical or chemical IPM treatments in an area that is both federally designated critical habitat and suitable aquatic habitat for California red-legged frog, foothill yellow-legged frog, northern western pond turtle, San Francisco garter snake, or California tiger salamander, the District will consult with the USFWS and CDFW as appropriate pursuant to ESA/CESA. Appropriate measures will be developed in consultation with USFWS and CDFW to ensure there is no loss of critical habitat for these species, or that unavoidable loss of critical habitat will be replaced through habitat enhancement or restoration. Such measures may include may include avoidance of breeding habitat, limiting activities to manual removal of vegetation, conducting activities outside the breeding season, or relocation and mitigation.</p> <p>▲ Prior to conducting any mechanical or chemical IPM treatments within 15 feet of occupied habitat for California red-legged frog, foothill yellow-legged frog, northern western pond turtle, San Francisco garter snake, or California tiger salamander, the District will consult with USFWS and CDFW. Appropriate measures will be developed in consultation with USFWS and CDFW to ensure there is no take of these species, or that unavoidable take is fully compensated for through habitat enhancement or restoration activities, or purchase of mitigation credits. Shooting, trapping, and gassing of aquatic species will be conducted only by a qualified biologist with experience in the identification of frog and turtle species. Inadvertently trapped California red-legged frogs, foothill yellow-legged frogs or northern western pond turtles will be released immediately upon discovery.</p> <p>▲ If permanent loss of federally designated critical habitat cannot be avoided, compensation will be provided through protection and enhancement of habitat within the District open space, purchase of off-site mitigation credits, and/or contribution to regional conservation and recovery efforts for the species as determined in consultation with the</p>	Less-than-significant

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
			<p>USFWS and CDFW.</p> <p><b>Mitigation Measure 4.2-1b: Mitigation for impacts to special-status fish (tidewater goby, central California coast coho salmon, central California coast steelhead).</b></p> <p>▲ All mechanical or chemical IPM treatments will be avoided within estuarine marshes, lagoons, or adjacent stream reaches that provide suitable habitat for tidewater goby. If manual, mechanical or chemical IPM treatments are required in areas where suitable habitat for tidewater goby is present, the District will conduct protocol level surveys for tidewater goby before implementation of IPM such treatments. If tidewater goby is identified during these surveys only manual IPM treatments will be implemented. Manual IPM treatments will not occur during the tidewater goby spawning period (spring through summer). Prior to conducting any mechanical or chemical IPM treatments in an area that is federally designated critical habitat for central California coast coho salmon or central California coast steelhead, the District will consult with the USFWS, NMFS and CDFW as appropriate pursuant to ESA/CESA.</p> <p>▲ Prior to conducting any mechanical or chemical IPM treatments in occupied habitat of central California coast coho salmon or central California coast steelhead, the District will consult with USFWS, NMFS, and CDFW.</p> <p>▲ If permanent loss of federally designated, critical habitat, or occupied habitat outside of federally designated critical habitat, cannot be avoided, compensation will be provided through protection and enhancement of habitat within the District open space, purchase of offsite mitigation credits, and/or contribution to regional conservation and recovery efforts for the species as determined in consultation with the USFWS, NMFS, and CDFW.</p> <p><b>Mitigation Measure 4.2-1c: Mitigation for impacts to special-status invertebrates.</b></p> <p>▲ To avoid impacts to special-status invertebrates from pyrethrin spray, all District staff and contractors using pyrethrin spray will be trained in the identification of problem wasps and special-status invertebrates to ensure that proper species are being targeted. If special-status invertebrates are observed, pyrethrin treatment will not be used in these areas.</p> <p>▲ Prior to conducting any manual, mechanical, or chemical IPM treatment in serpentine habitats surveys will be conducted for dwarf plantain (<i>Plantago erecta</i>), purple owl's clover (<i>Castilleja densiflora</i>), and exserted paintbrush (<i>Castilleja exserta</i>) during the appropriate blooming period and host</p>	

Table 2-1 Summary of Impacts and Mitigation Measures			
Impact No.	Impact Description	Level of Significance Before Mitigation	Level of Significance After Mitigation
			<p>plants containing eggs, larva, or pupa of bay checkerspot butterfly will not be treated.</p> <ul style="list-style-type: none"> <li>▲ Prior to conducting any manual, mechanical, or chemical IPM treatment in suitable dune habitats, surveys will be conducted for host buckwheats (<i>Eriogonum latifolium</i> and <i>Eriogonum parvifolium</i>) during the appropriate blooming period, and host plants containing eggs, larva, or pupa of Smith's blue butterfly will not be treated.</li> <li>▲ Prior to conducting any manual, mechanical, or chemical IPM treatment in Zayante sandhills, surveys will be conducted for Zayante band-winged grasshopper and they will be avoided by treatments.</li> </ul> <p><b>Mitigation Measure 4.2-1d: Mitigation for impacts to special-status bats.</b></p> <ul style="list-style-type: none"> <li>▲ To mitigate for IPM activities to remove roosting bats in buildings: <ul style="list-style-type: none"> <li>➤ If removal of bats is necessary in a human-occupied building or prior to demolition or major renovation of a building in which signs of bats are evident, a qualified biologist will conduct surveys for roosting bats. Surveys will consist of daytime pedestrian surveys to look for visual signs of bats (e.g., guano), and if determined necessary, evening emergence surveys to note the presence or absence of bats. If evidence of bat roosting is found, the number and species of roosting bats will be determined. If no evidence of bat roosts is found, then no further study will be required.</li> <li>➤ When bat roosting sites are located in buildings, exclusion of bats from the building will occur outside of the April through August nursery season.</li> <li>➤ If roosts of special-status bats are determined to be present and must be removed, a bat exclusion plan will be prepared and submitted to CDFW. The exclusion plan will describe the method of exclusion, which may include the use of one-way doors at roost entrances (bats may leave but not re-enter), or sealing roost entrances when the site can be confirmed by a bat expert to contain no bats. No bats will be excluded until the plan is approved by CDFW and alternative roosting habitat is available. The bats will be excluded from the roosting site before the site is closed.</li> </ul> </li> <li>▲ To mitigate for removal of large trees during the April through August nursery season to tree roosting bats: <ul style="list-style-type: none"> <li>➤ Avoid removal of trees greater than sixteen inches dbh during the</li> </ul> </li> </ul>

Table 2-1 Summary of Impacts and Mitigation Measures

Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
			<p>April through August nursery season when possible.</p> <ul style="list-style-type: none"> <li>➤ If removal of trees greater than sixteen inches dbh during the April through August nursery season cannot be avoided, a qualified biologist will conduct surveys for roosting bats where suitable large trees are to be removed. Surveys will consist of daytime pedestrian surveys to look for visual signs of bats (e.g., guano), and if determined necessary, evening emergence surveys to note the presence or absence of bats. If evidence of roosting bats is found, the number and species of roosting bats will be determined. If no evidence of bat roosts is found, then no further study will be required. <ul style="list-style-type: none"> <li>▪ If bat roosting sites are located in trees to be removed, such removal will occur outside of the April through August nursery season if possible.</li> <li>▪ If roosts of special-status bats are determined to be present and must be removed during the April through August nursery season, a bat exclusion plan shall be prepared and submitted to CDFW. The exclusion plan will describe the method of exclusion, which may include the use of one-way doors at roost entrances (bats may leave but not re-enter), or sealing roost entrances when the site can be confirmed by a bat expert to contain no bats. No bats will be excluded until the plan is approved by CDFW and alternative roosting habitat is available. The bats will be excluded from the roosting site before the site is closed.</li> </ul> </li> </ul> <p><b>Mitigation Measure 4.2-1e: Mitigation for Impacts to San Francisco dusky-footed woodrat and Santa Cruz kangaroo rat</b></p> <ul style="list-style-type: none"> <li>➤ The District will consult with CDFW in areas where IPM treatments require removal of San Francisco dusky-footed woodrats occupying buildings or require removal of woodrat nests located within 100 feet of buildings. Consultation will occur prior to removal of woodrats or their nests. Management actions will be determined in consultation with CDFW and may include the live capture and relocation of woodrats to suitable adjacent habitats, and removal of nesting sites within buildings. Nest middens will be dismantled by hand under the supervision of a biologist. If young are encountered during the dismantling process, the material will be placed back on the nest, and the nest will remain undisturbed for two to three weeks in order to give the young enough time to mature and</li> </ul>	

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
			<p>leave the nest on their own accord. After two to three weeks, the empty nest can be dismantled. Nest material will be moved to suitable adjacent areas within the mixed oak woodland that will not be disturbed. As woodrats exhibit high site fidelity, buildings with previous woodrat nests will be regularly inspected for potential intrusion to prevent infestation.</p> <p>The District will consult with CDFW on management in areas where Santa Cruz kangaroo rat is found occupying buildings, or nests located within 100 feet of buildings must be removed, prior to nest removal occurring. Management actions will be determined in consultation with agencies.</p>	
4.2.2	<p><b>Impacts to riparian habitat or other sensitive natural communities.</b> Manual and mechanical treatment methods used for pest control and fire prevention would affect limited areas of sensitive habitats where they occur adjacent to structures, along trails, and at recreation facilities.</p> <p>Manual and mechanical and methods used for invasive plants and other pests on rangelands, agricultural lands, and natural lands would improve habitat function and ensure continued success of sensitive natural communities. Because the District restores natural conditions of riparian habitat and other sensitive natural communities to ensure no loss of habitat function, no net loss of sensitive habitat function would occur.</p>	Less-than-significant	No mitigation measures are required	Less-than-significant
4.2.3	<p><b>Impacts to federally protected wetlands.</b> Application of herbicides adjacent to or within wetlands or other waters, the discharge of dredge or fill during manual and mechanical activities, and the conversion of wetland habitats from stock ponds to ephemeral wetlands may alter the chemical and biological integrity of wetland and other waters, and result in a change to wetland type, function, and overall acreage.</p>	Potentially significant	<p><b>Mitigation Measure 4.2.3: Mitigation for impacts to federally protected wetlands.</b> When seeking a change in habitat type from stock pond to ephemeral wetland to control bull frogs and non-native fishes, the District will implement the following measures to compensate for the loss of wetlands and other waters of the United States:</p> <ul style="list-style-type: none"> <li>▲ The District will prepare a wetland delineation and will determine the exact acreage of waters of the United States and waters of the state that would be affected as a result of project implementation.</li> <li>▲ The District will replace on a "no net loss" basis (minimum 1:1 ratio) (in accordance with USACE and/or RWQCB) the acreage and function of all wetlands and other waters that would be permanently removed, lost, or degraded as a result of project implementation. Wetland habitat will be replaced at an acreage and location agreeable to USACE and the RWQCB and as determined during the Section 401 and Section 404 permitting processes. Compensatory mitigation will be approved by USACE and RWQCB.</li> </ul>	Less-than-significant

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
			<p>▲ The District will obtain a USACE Section 404 Permit and RWQCB Section 401 certification before fill or dredge of wetlands or water of the United States. The District will implement all permit conditions.</p> <p>When conducting manual and mechanical treatments within waters, the District will implement the following measures to compensate for the loss of wetlands and other waters of the United States:</p> <p>▲ The District will estimate the quantity of dredge or fill material that may be discharged incidental to these activities and coordinate permitting with the USACE, including application for coverage under the Nationwide Permit program as appropriate.</p> <p>▲ If activities will result in permanent impacts to waters, the District will replace or restore on a "no net loss" basis (minimum 1:1 ratio) (in accordance with USACE and/or RWQCB) the acreage and function of all wetlands and other waters that would be removed, lost, or degraded as a result of project implementation. Wetland habitat will be replaced at an acreage and location agreeable to USACE and the RWQCB and as determined during the Section 401 and Section 404 permitting processes. Compensatory mitigation will be approved by USACE and RWQCB.</p> <p>When conducting chemical treatments within or with potential to affect waters and with the potential to discharge directly or indirectly to waters of the United States, the District will implement the following measures to compensate for the loss of wetlands and other waters of the United States:</p> <p>▲ The District must consult with the San Francisco Bay RWQCB which may require the District to submit a Notice of Intent to Discharge, develop an Aquatic Pesticide Application Plan. The permit includes design and operational BMPs that must be implemented to reduce the level of contaminated runoff, including monitoring and reporting to document and minimize pollutant discharges and ensure pollutants do not adversely affect waters. If pollutants are found to be exceeding water quality standards application must stop, or additional BMPs must be developed to bring the activities into compliance.</p>	
4.2.4	Interfere with movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Manual, mechanical, and chemical IPM activities would not impede wildlife use of corridors or	Less-than-significant	No mitigation measures are required	Less-than-significant

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
	interfere with wildlife movement in the region because no loss of habitat would occur and no barriers would be constructed. Therefore, proposed IPM activities would not conflict with any local policies or ordinances.			
4.2.5	<b>Conflict with local policies, ordinances protecting biological resources.</b> The manual, mechanical, and chemical IPM activities would be consistent with and would further implementation of the District's goals and policies adopted for the protection and restoration of the natural environment.	Less-than-significant	No mitigation measures are required	Less-than-significant
4.2.6	<b>Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.</b> The Santa Clara Valley Habitat Plan covers a small area within the District. The area is in an urban area where IPM activities would not be applied. Therefore, the project would not conflict with an adopted habitat conservation plan (HCP), natural community conservation plan (NCCP), or other HCP.	Less-than-significant	No mitigation measures are required	Less-than-significant
4.3	Cultural Resources			
4.3.1	<b>Change the significance of an historic structure.</b> The project includes manual and mechanical IPM activities for buildings that could change the significance of an historical resource by incorporating barriers or building retrofits to buildings or structures that have not been evaluated for historical significance.	Potentially significant	<b>Mitigation Measure 4.3-1: Built-environment survey.</b> Prior to implementation of building retrofits or barriers that are visible on the exterior and not consistent with the vernacular nature of rural buildings, historic-age (50 years) structures will be surveyed by an architectural historian who meets the Secretary of the Interior's Standards. The structure will be evaluated for eligibility for listing on the California Register of Historic Resources. If structures are determined to be eligible for the California Register of Historic Resources, building retrofits or barriers will follow the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.	Less-than-significant
4.3.2	<b>Cause a substantial change in the significance of an archaeological resource.</b> It is unlikely that unknown archaeological resources would be disturbed by earth-disturbing activities associated with the project because of their limited area and techniques which are limited to shallow soil disturbance. BMP 26 requires that District staff at each site receive training in the recognition of sensitive cultural resources and that in the event of a find, work in the area is halted until a qualified archaeologist can evaluate the significance of the find. Because appropriate BMP	Less-than-significant	No mitigation measures are required	Less-than-significant

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
	measures are in place to recognize and avoid cultural resources at selected IPM sites.			
4.3.3	<b>Disturb human remains.</b> It is unlikely that unknown human remains would be unearthed by earth-disturbing activities associated with pest management activities because of their limited area and techniques which are limited to shallow soil disturbance. Nevertheless, the potential exists for previously undiscovered human remains to be discovered when soils are disturbed.	Potentially significant	<b>Mitigation Measure 4.3-3: Halt ground-disturbing activity.</b> If human remains are encountered, all work within 100 feet of the remains will cease immediately. The District will contact the appropriate county coroner (San Mateo County, Santa Clara County, or Santa Cruz County) to evaluate the remains, and follow the procedures and protocols set forth in §15064.5(e) of the CEQA Guidelines. No further disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains will occur until the County Coroner has made a determination of origin and disposition, which will be made within two working days from the time the Coroner is notified of the discovery, pursuant to State Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) within 24 hours, which will determine and notify the Most Likely Descendant (MLD). The MLD may recommend within 48 hours of their notification by the NAHC the means of treating or disposing of, with appropriate dignity, the human remains and grave goods. In the event of difficulty locating a MLD or failure of the MLD to make a timely recommendation, the human remains and grave goods shall be reburied with appropriate dignity on the property in a location not subject to further subsurface disturbance	Less-than-significant
4.3.4	<b>Destroy a unique paleontological resource.</b> It is unlikely that paleontological resources would be disturbed by earth-disturbing activities associated with the IPM because of their limited area and techniques which are limited to shallow soil disturbance. Archaeological resources typically occur at significant depths (i.e., greater than 5 feet). Nonetheless, BMP 26 requires that District staff at each site receive training in the recognition of sensitive cultural resources and that in the event of a find, work in the area is halted until a qualified archaeologist can evaluate the significance of the find.	Less-than-significant	No mitigation measures are required	Less-than-significant
4.4	Hydrology and Water Quality			
4.4.1	<b>Violate water quality standards or waste discharge requirements.</b> Manual control methods used for pests in buildings, recreational facilities, fuel management areas, rangeland and agricultural fields, and natural areas would not result in discharge of sediments into aquatic areas. Erosion control measures required by BMP 28 would be implemented on sites	Less-than-significant	No mitigation measures are required	Less-than-significant

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
	<p>with loose or unstable soils, steep slopes (greater than 30 percent), where a large percentage of the groundcover would be removed, or near aquatic features that could be adversely affected by an influx of sediment.</p> <p>Chemical control options, when used, would be implemented consistent with Pest Control Recommendations prepared annually by a licensed Pest Control Advisor, would be conducted in accordance with proposed BMPs. BMPs would require that chemical control operations be conducted under the supervision of a person holding a Qualified Applicator License or Qualified Applicator Certificate for pesticides; require all storage, loading and mixing of herbicides be set back at least 300 feet from any aquatic feature and all mixing and transferring occur within a contained area; require that application cease when weather parameters exceed label specifications, when wind at site of application exceeds seven miles per hour (MPH), or when precipitation (rain) occurs or is forecasted with greater than a 40 percent probability in the next 24-hour period; and Therefore, implementation of the IPM program would not result in violation of water quality standards or waste discharge requirements.</p>			
4.4-2	<p><b>Result in on- or off-site flooding.</b> The project does not involve earthmoving or recontouring of land. Ground disturbance would be limited to mowing, disking, and weed or brush pulling. No manual or chemical treatment options for any of the treatment categories would result in the alteration of drainage patterns or stream courses.</p> <p>If needed, placement of ground cover, or seeding of native perennial grasses and pasture grasses would occur to stabilize exposed soils and to reduce the potential for increased runoff as a result of this project as required under BMP 28. With implementation of this BMP, no significant erosion or siltation impacts would occur. The project would not cause an increase in runoff that would result in flooding.</p>	Less-than-significant	No mitigation measures are required	Less-than-significant
4.5	Hazards, Hazardous Material, and Public Health			
4.5-1	<p><b>Expose the public or environment to hazardous materials.</b> Manual, mechanical, and chemical treatment options associated with the IPMP would result in activities that could require the transportation, use, and storage of various pesticides (see Table 4.5-2 and 4.5-3) and other hazardous materials (e.g., fuel, paint, and other household hazardous</p>	Less-than-significant	No mitigation measures are required	Less-than-significant

Table 2-1 Summary of Impacts and Mitigation Measures				
Impact No.	Impact Description	Level of Significance Before Mitigation	Mitigation Measure	Level of Significance After Mitigation
	chemicals). Existing measures and regulatory requirements currently in place to address spills and accidents would be sufficient for the IPMP such that the project would not result in adverse exposure conditions to hazardous materials. The District complies with all relevant regulatory requirements pertaining to the handling of hazardous materials including pesticides. Further, the District would implement several BMPs (BMPs 1 through 10, 19, 20, Table 3-4) to minimize the potential for unwanted adverse impacts to non-target species (i.e., humans, animals, and special-status species). Thus, treatment options, manual, mechanical or chemical, that would require the transportation, use, and storage of hazardous materials associated with the IPMP would not result in the exposure of the public or environment to adverse conditions associated with the use of these materials.			
<b>4.5.2</b>	<b>Wildland fire hazard.</b> Manual, mechanical, and chemical treatment options associated with the IPMP would result in activities that would require the transportation, use, and storage of various pesticides (see Table 4.5-2 and 4.5-3) and transportation and use of mechanical equipment (e.g., mowers, chippers, chainsaws, lawz, etc.). Heat or sparks from equipment activity could ignite dry vegetation and cause fire. Further, handling of flammable materials including pesticides could increase fire ignition hazards. However, the District implements strict practices for operation of this equipment and appropriately trains staff and volunteers in fire suppression techniques in the event operation of equipment results in inadvertent fire ignition. Appropriate fire suppression equipment (e.g., extinguishers) would be provided at the work sites and the project would result in an overall reduction in fuel loads through the removal of pest species from District lands.	Less-than-significant	No mitigation measures are required	Less-than-significant

## Attachment E-5

### Pest Control Recommendations

#### ROUNDUP PROMAX – FOLIAR/SPOT SPRAY

Owner: Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022  
CONTACT: Coty Sifuentes-Winter

No. 2016\_MROSD\_1\_Gen\_RPMax

Effective Date: 3/2016 – 3/2017

#### SITE DESCRIPTION

**Parks & Open Space, Habitat Management and Right of Way Areas.** General invasive weed management at 98 defined project sites in 16 Open Space Preserves. Total acreage to be treated is estimated to be 240 acres. Refer to back page for listed Preserves and project maps for exact locations of applications within each Preserve.

**TARGET PESTS:** Grasses - *Brachypodium*, *Cortaderia*, *Ehrharta*, *Phalaris*, *Piptatherum*, etc.  
Brush - *Acacia*, *Baccharis*, *Cytisus*, *Genista*, *Spartium*, etc. Vines - *Delairea*, *Vinca*, *Hedera*  
Thistles - *Carduus*, *Carthamus*, *Cirsium*, *Centaurea*, *Dittrichia*, *Silybum*, etc.

Material (Add to tank in order)	Rate per 100 gal	Rate per gal (handhelds)	Volume/Acre
(1) Adjust Buffer – 17545-50024	½ - 4 pints	To be used if water has pH >7 (see label)	
(2) Roundup ProMax* – 524-579	0.4 – 1.5 gallon	0.5 - 2 oz.	Spot spray -Variable Rate
(3) Dye (if necessary)	0.25 gallon (1 qt)	0.25 oz.	

\*Do not exceed maximum use rate of 7 quarts (8 lbs acid) of product per acre per year.

#### HAZARDS – RESTRICTIONS

- OBSERVE ALL LABEL PRECAUTIONS
- WORKER RE-ENTRY INTERVAL: KEEP WORKERS, PEOPLE AND PETS OFF TREATED AREAS UNTIL DRY
- THIS PRODUCT IS NON-SELECTIVE - DO NOT ALLOW SPRAY SOLUTION TO DRIFT OUT OF TREATMENT AREA – SOLUTION MAY DAMAGE NON-TARGET VEGETATION
- LIMIT APPLICATIONS TO PERIODS WHEN WIND IS BETWEEN 2-7 MPH TO REDUCE DRIFT POTENTIAL
- NO APPLICATIONS WHEN 40% OR GREATER FORECAST OF RAIN WITHIN 24 HOURS
- OBSERVE SPRAY BUFFER OF 40 YARDS FROM OCCUPIED ENDANGERED SPECIES HABITAT

#### APPLICATION NOTES

This recommendation is for targeted spray-to-wet applications for invasive weeds on listed properties within a regional open space preserve. All sprays shall be directed to target vegetation and evenly applied on a spray-to-wet basis with low pressure (30-70 psi), hand held wands or guns (incl. hand, backpack and truck mounted sprayers).

**Low Rate** – 0.4% - Use for winter and early spring annual weeds. Time for optimum effectiveness is from cotyledon stage to <6" in height. Use only when propane flaming is not a safe or effective option.

**High Rate** - 1.5% - Use for late spring, summer, and fall perennial weeds. For broadleaf plants, apply during flower bud stage (spiny bud in yellow star thistle) but before plants set viable seeds. Use only when hand pulling and mowing are not safe or effective options.

This recommendation covers pesticide applications within habitats for federally and state listed endangered species. A qualified biologist/staff representative that can identify all rare plant and wildlife species present within Open Space Preserves shall supervise all applications of pesticide. This application will occur in counties where the California red-legged frog 2006 stipulated injunction and order is in effect. All listed application sites are not within any defined critical habitat for red-legged frogs nor are red-legged frogs likely to occur at these sites based on habitat characteristics and biological surveys.

This pest control application incorporates all United States Environmental Protection Agency voluntary interim endangered species pesticide protection measures and it complies with the 2006 California red-legged frog stipulated injunction and order requirements for Santa Clara, Santa Cruz, and San Mateo counties. I certify that alternative methods and mitigation measures that will substantially reduce adverse environmental impacts have been considered and adopted as necessary and feasible.

Advisors Signature   
Mark A. Heath, PCA License No. 118861

March 31, 2016

Produced by Shelterbelt Builders Inc., 401 Terry Francois Blvd. #220, San Francisco, CA 94158 Ph. (415) 357-1500

2016/17

SAN MATEO / SANTA CLARA / SANTA CRUZ

MIDPENINSULA REGIONAL OPEN SPACE

## ROUNDUP PROMAX – FOLIAR/SPOT SPRAY

This recommendation covers the following properties:

Preserve	Location	Area (acres)
Bear Creek	Summit Road, Central Preserve, Alma College	21.5
Coal Creek	Meadow Trail; Gates/Stiles	2.0
El Corte de Madera Creek	Landing Zone	0.3
La Honda Creek	Allen Rd.; Apple Orchards; Gates/Stiles	4.1
Long Ridge	Disclines; Ward Rd., Gates/Stiles	2.3
Los Trancos	Happy Elves; Event Meadow; Gates/Stiles	74.3
Miramontes Ridge	Mills Cr.; Loop/View Trails; Gates/Stiles	5.1
Monte Bello	Parking Lot; Gates/Stiles	0.1
Purisima	Gates/Stiles	2.5
Purisima Creek Redwoods	Elkus/Lobitos; Harkins/Purisima Cr. Rd./Northridge Rd.; Irish Ridge; Gates/Stiles	87.3
Russian Ridge	Mindego Ranch; Mount Melville; Disclines; Mindego Hill Trail; Gates/Stiles	22.7
Saratoga Gap	Charcaol residence site; Stevens Canyon Ranch	1.1
Skyline Ridge	Parking Lot; Gates/Stiles	0.1
Thornewood	Preserve Wide	16.5
Windy Hill	Disclines; Parking Lot; Gates/Stiles	0.3
<b>Total</b>		<b>239.9</b>

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SAN MATEO /SANTA CLARA/ SANTA CRUZ

MIDPENINSULA REGIONAL OPEN SPACE

## ROUNDUP PROMAX – CUT STUMP

Owner: Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022  
CONTACT: Coty Sifuentes-Winter

No. 2016\_MROSD\_2\_Stump\_RPMax

Effective Date: 3/2016 – 3/2017

### SITE DESCRIPTION

**Parks & Open Space, Habitat Management, and Right of Way Areas.** General invasive weed management at 9 defined project sites in 7 Open Space Preserves. Total acreage to be treated is approximately 25 acres. Refer to back page for listed Preserves and project maps for exact locations of applications within each Preserve.

**TARGET PESTS:** Woody shrubs, trees & vines, e.g. *Acacia*, *Baccharis*, *Cystus*, *Eucalyptus*, *Genista*, *Hedera*, *Spartium*

Material (Add to tank in order)	Rate per 100 gal	Rate per gal (handhelds)	Volume/Acre
(1) Roundup ProMax Herbicide* – 524-579	50 gallons	64 oz.	Cut Stump Variable Rate
(2) Dye (if necessary)	1 quart	0.25 oz.	

\* Do not exceed maximum rate of 7 quarts (8 lbs acid) per acre per year – especially when treating dense stands of cut stumps.

### HAZARDS – RESTRICTIONS

- OBSERVE ALL LABEL PRECAUTIONS
- DO NOT SPRAY DIRECTLY INTO OPEN WATER SUCH AS LAKES, RIVERS OR STREAMS
- WORKER RE-ENTRY INTERVAL: KEEP WORKERS, PEOPLE AND PETS OFF TREATED AREAS UNTIL DRY
- LIMIT APPLICATIONS TO PERIODS WHEN WIND IS BETWEEN 2-7 MPH TO REDUCE DRIFT POTENTIAL
- NO APPLICATIONS WHEN 40% OR GREATER FORECAST OF RAIN WITHIN 24 HOURS
- OBSERVE SPRAY BUFFER OF 40 YARDS FROM OCCUPIED ENDANGERED SPECIES HABITAT

### APPLICATION NOTES

This recommendation is for cut stump treatments of invasive woody plants. Cut woody stems and then IMMEDIATELY flow solution around the cambium tissue around the perimeter of the stump. Repeat application until no additional solution is absorbed by the plant tissue but before the point of runoff. If there is a delay between cutting the stem and before an application can be made, recut the stump before applying the herbicide. Avoid over-spray to exterior bark or interior heartwood. Low pressure (20-30 psi) application equipment, such as backpack or hand applicators, for all applications.

**TIMING** – perform applications during periods of the plants active growth cycle for best results, avoid periods when plants are dormant or stressed.

This recommendation covers pesticide applications within habitats for federally and state listed endangered species. A qualified biologist/staff representative that can identify all rare plant and wildlife species present within Open Space Preserves shall supervise all applications of pesticide. This application will occur in counties where the California red-legged frog 2006 stipulated injunction and order is in effect. All listed application sites are not within any defined critical habitat for red-legged frogs nor are red-legged frogs likely to occur at these sites based on habitat characteristics and biological surveys.

This pest control application incorporates all United States Environmental Protection Agency voluntary and injunction specified interim endangered species pesticide protection measures for San Mateo, Santa Clara and Santa Cruz County. I certify that alternative methods and mitigation measures that will substantially reduce adverse environmental impacts have been considered and adopted as necessary and feasible.

Advisors Signature   
Mark A. Heath, PCA License No. 118861

March 31, 2016

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2016/17

SAN MATEO / SANTA CLARA / SANTA CRUZ

MIDPENINSULA REGIONAL OPEN SPACE

## ROUNDUP PROMAX – CUT STUMP

This recommendation covers the following properties:

Preserve	Location	Species	Area (acres)
Bear Creek	Summit Road	Tree of Heaven ( <i>Ailanthus altissima</i> )	0.1
Coal Creek	Pinky's at Page Mill and 35	Spanish broom ( <i>Spartium junceum</i> )	1.0
Miramontes Ridge	Mills Creek	Silver wattle ( <i>Acacia dealbata</i> )	3.0
Monte Bello	Indian Creek Fire Road	Fennel ( <i>Foeniculum vulgare</i> )	1.0
Purísima Creek Redwoods	October Farm	Blue gum eucalyptus ( <i>Eucalyptus globulus</i> )	0.1
Purísima Creek Redwoods	Northridge Road	English holly ( <i>Ilex aquifolium</i> )	0.2
Purísima Creek Redwoods	Northridge Road	English ivy ( <i>Hedera helix</i> )	1.0
Purísima Creek Redwoods	October Farms	Coyote brush ( <i>Baccharis pilularis</i> )	8.0
Russian Ridge	Bergman fuel break	Coyote brush ( <i>Baccharis pilularis</i> )	0.3
Russian Ridge	Smith Residence	Coyote brush ( <i>Baccharis pilularis</i> )	0.1
Tunitas Creek	Tunitas Creek Ranch	Coyote brush ( <i>Baccharis pilularis</i> )	10.0
<b>Total</b>			<b>24.8</b>

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SAN MATEO /SANTA CLARA/ SANTA CRUZ

MIDPENINSULA REGIONAL OPEN SPACE

## ROUNDUP CUSTOM – AQUATICS/WAXY LEAVES

Owner: Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022  
CONTACT: Coty Sifuentes-Winter

No. 2016\_MROSD\_3\_Aqua\_Custom

Effective Date: 3/2016 – 3/2017

### SITE DESCRIPTION

Parks & Open Space, Habitat Management, Aquatic and Right of Way Areas. General invasive weed management at 7 defined project sites in 2 Open Space Preserves. Total acreage to be treated is approximately 40 acres. Refer to back page for listed Preserves and project maps for exact locations of applications within each Preserve.

TARGET PESTS: Spurges – *Euphorbia oblongata* Vines – *Delairea*, *Vinca*, *Hedera*  
Grasses – *Brachypodium sylvaticum* Aquatic Forbs – *Conium maculatum*

Material (Add to tank in order)	Rate per 100 gal	Rate per gal (handhelds)	Volume/Acre
(1) Roundup Custom* – 524-343	0.5 - 1.5 gallon	0.6 - 2 oz.	Spot spray -Variable Rate
(2) Liberate NIS - 34704-50030	2 quarts	0.6 oz.	
(3) Dye (if necessary)	1 quart	0.3 oz.	

\* Do not exceed maximum use rate of 8 quarts (8 lbs. acid) of this product per acre per year

### HAZARDS – RESTRICTIONS

- OBSERVE ALL LABEL PRECAUTIONS
- WORKER RE-ENTRY INTERVAL: KEEP WORKERS, PEOPLE AND PETS OFF TREATED AREAS UNTIL DRY
- THIS PRODUCT IS NON-SELECTIVE - DO NOT ALLOW SPRAY SOLUTION TO DRIFT OUT OF TREATMENT AREA
- LIMIT APPLICATIONS TO PERIODS WHEN WIND IS BETWEEN 2-7 MPH TO REDUCE DRIFT POTENTIAL
- NO APPLICATIONS WHEN 40% OR GREATER FORECAST OF RAIN WITHIN 24 HOURS
- OBSERVE SPRAY BUFFER OF 40 YARDS FROM OCCUPIED ENDANGERED SPECIES HABITAT

### APPLICATION NOTES

This recommendation is for targeted spray-to-wet applications for invasive weeds in aquatic areas or those with waxy leaves that are difficult to control. All sprays shall be directed to target vegetation and evenly applied on a spray-to-wet basis with low pressure (30-70 psi), hand-held wands or guns (incl. hand, backpack and truck mounted sprayers).

**Low Rate** – 0.5% - Use for winter and early spring annual weeds. Time for optimum effectiveness is from cotyledon stage to <6" in height. Use only when propane flaming is not a safe or effective option.

**High Rate** - 1.5% - Use for late spring, summer, and fall perennial weeds. For broadleaf plants, apply during flower bud stage (spiny bud in yellow star thistle) but before plants set viable seeds. Use only when hand pulling and mowing are not safe or effective options.

This recommendation covers pesticide applications within habitats for federally and state listed endangered species. A qualified biologist/staff representative that can identify all rare plant and wildlife species present within Open Space Preserves shall supervise all applications of pesticide. This application will occur in counties where the California red-legged frog 2006 stipulated injunction and order is in effect. All listed application sites are not within any defined critical habitat for red-legged frogs nor are red-legged frogs likely to occur at these sites based on habitat characteristics and biological surveys.

This pest control application incorporates all United States Environmental Protection Agency voluntary and injunction specified interim endangered species pesticide protection measures for San Mateo, Santa Clara and Santa Cruz County. I certify that alternative methods and mitigation measures that will substantially reduce adverse environmental impacts have been considered and adopted as necessary and feasible.

Advisors Signature   
Mark A. Heath, PCA License No. 118861

March 31, 2016

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2016/17

SAN MATEO /SANTA CLARA/ SANTA CRUZ

MIDPENINSULA REGIONAL OPEN SPACE

## ROUNDUP CUSTOM – AQUATICS/WAXY LEAVES

This recommendation covers the following properties:

Preserve	Location	Species	Area (acres)
Bear Creek	Preserve Wide	Poison hemlock ( <i>Conium maculatum</i> )	5.7
Bear Creek	Webb Creek	English/Algerian ivy ( <i>Hedera</i> sp.)	7.6
Bear Creek	Dyer Canyon West	English/Algerian ivy ( <i>Hedera</i> sp.)	6.6
Bear Creek	Dyer Canyon East	English/Algerian ivy ( <i>Hedera</i> sp.)	1.4
Bear Creek	Dyer Canyon West	Periwinkle ( <i>Vinca major</i> )	0.3
Bear Creek	Dyer Canyon East	Periwinkle ( <i>Vinca major</i> )	0.5
Thornewood	Preserve Wide	Slender false brome ( <i>Brachypodium sylvaticum</i> )	16.5
<b>Total</b>			<b>38.6</b>

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## Attachment E-6

### Approved Pesticides

Table 3-2 Pesticides Selected to Support the District's IPMP				
Pesticide Category	Active Ingredient	Product Formulations (Manufacturer)	Mode of Action	Purpose
Herbicides	Glyphosate	Roundup Custom, Roundup ProMax (Monsanto)	Amino acid synthesis inhibitor	Nonselective post-emergent broad-spectrum weed control
	Aminopyralid	Milestone (Dow AgroSciences)	Auxin growth hormone mimic	Nonselective post-emergent broad-spectrum weed control
	Clopyralid	Transline (Dow AgroSciences)	Auxin growth hormone mimic	Selective broadleaf weed control
	Imazapyr	Polaris (Nufarm), Stalker (BASF)	Amino acid synthesis inhibitor	Nonselective pre-and post-emergent broad-spectrum weed control
	Clethodim	Envoy Plus (Valent)	Fatty acid synthesis inhibitor	Selective post-emergent grass weed control
Fungicide	Potassium salts of phosphorus acid	Agri-Fos (AgBio)	Fungal oxidative phosphorylation inhibitor	Prevents sudden oak death
Rodenticide	Cholecalciferol	Cholecalciferol baits	Calcification of soft tissues	Rodent pest control (e.g., rats, mice)
Insecticides	<i>d-trans</i> allethrin	Wasp-Freeze (BASF)	Voltage-gated sodium channel interference	Wasp and hornet control
	Phenothrin	Wasp-Freeze (BASF)	Voltage-gated sodium channel interference	Wasp and hornet control
	Indoxacarb	Advion Gel Baits (DuPont)	Sodium channel blocker	Structural pest control (e.g., ants, cockroaches)
	Hydroprene	Gentrol Point Source (Wellmark International)	Juvenile growth hormone mimic	Pest control (e.g., cockroaches, beetles, moths)
	Fipronil	Maxforce Bait Stations (Bayer)	GABA-gated chloride channel blocker	Ant control
	Sodium tetraborate decahydrate (borax)	Prescription Treatment Baits (BASF), Terro Ant Killer II (Terro)	Water balance disruptor	Ant control
	Diatomaceous earth	Diatomaceous earth	Water balance disruptor	Structural pest control (e.g., ants, cockroaches)
Surfactants/Adjuvants	Modified Vegetable Oil/Methylated Seed Oil	Competitor MSO (Wilbur-Ellis)	Decrease surface tension, increase herbicide uptake, enhance wetting and spreading	Increase delivery and efficacy of pesticides to targets
	Lecithin	Liberate (Loveland Products, Inc.)	Enhances uptake of herbicides and pesticides	Increase delivery and efficacy of pesticides to targets
	Alcohol ethoxylates	Liberate (Loveland Products, Inc.)	Enhances uptake of herbicides and pesticides	Increase delivery and efficacy of pesticides to targets
	Alkylphenol ethoxylate (APE)	Pentra-Bark (Quest)	Enhances uptake of Agri-Fos	Increase delivery of Agri-Fos to trees

## Attachment E-7

### General Project Schedule

Task	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	Brushing											
				Tree Limbing								
2	Mowing											
3	Brushing											
				Tree Limbing/Felling								
4	Brushing											
				Tree Limbing/Felling								
5					Final Report			Report				
Alternative Tasks												
A				Tree Removal + Herbicide								
B	To Be Determined by mutual consent of District and Contractor											
C	Herbicide Use - To Be Determined by mutual consent of District and Contractor											
D	Brushing											
				Tree Limbing/Felling								
E	Brushing											
				Tree Limbing/Felling								
	Herbicide Use - To Be Determined by mutual consent of District and Contractor											

## Attachment E-8

## Weather Reading Log – Bear Creek Redwoods

[illegible]

\*If ambient temperature is 80°F with 30% RH and 10 MPH wind speed, all mechanical operations must CEASE.

Page \_\_\_\_\_ of \_\_\_\_\_

## Attachment E-9

### WHY 100 FEET?...

Protect Your Home... and Property.



Creating your local CAL FIRE, FIRE, Fire Department, or Fire Station Councils for fire and assistance.  
www.calfire.ca.gov



### WHY 100 FEET?...

...Because Defensible Space is **YOUR** responsibility



#### YOUR RESPONSIBILITY:

California law (PRC 4350) requires property owners and/or occupants to create 100 feet of DEFENSIBLE SPACE around homes and buildings.\*

#### YOUR GOAL — TO CREATE A:

**Lean, Clean and Green Zone**  
An area of 30 feet immediately surrounding your home.

#### Reduced Fuel Zone

The fuel reduction zone is the remaining 70 feet for the property back.



\*Your plants to CAL FIRE are required by any person who owns, leases, controls, occupies or maintains a residence or other structure. The owner of the property must ensure that the plants are maintained in a manner that is consistent with the requirements of the law. The owner must also ensure that the plants are maintained in a manner that is consistent with the requirements of the law. The owner must also ensure that the plants are maintained in a manner that is consistent with the requirements of the law.

#### WHEN CREATING DEFENSIBLE SPACE, KEEP THESE SAFETY TIPS IN MIND:

- All equipment with an internal combustion engine must be equipped with an approved and operable spark arrestor.
- Metal blades striking rocks can create sparks and start fires. Use caution.
- To protect water quality and avoid soil erosion, avoid vegetation associated with water, avoid using heavy equipment near waterways and do not clear vegetation near waterways to the bare mineral soil. Keep soil disturbance to a minimum.

#### OTHER HINTS TO SECURE A LEAN, CLEAN AND GREEN ZONE:

- Select less flammable plants for your lawn, clean and green zone.
- Store gas tanks less than 2 feet away from other items.
- If kept green, herbaceous plants (grasses and non-woody flowering plants) should be kept less than 2 feet away from other items.
- If kept green, shrubs and trees should be kept less than 2 feet away from other items.
- Remove tree limbs that are hanging over the house or deck, or are within 10 feet of the chimney. If limbs are obstructing overhead lines, contact your telephone or power company for removal.
- Use hard surfaces (concrete, stone, asphalt, etc.) in your landscaping.
- Clear ALL flammable vegetation from within 10 feet of propane tanks.

### TWO ZONES MAKE UP THE REQUIRED 100 FEET OF DEFENSIBLE SPACE:

- 1. Lean, Clean and Green Zone**  
An area of 30 feet immediately surrounding your home.
- 2. Reduced Fuel Zone**  
The fuel reduction zone in the remaining 70 feet (or to the property line).

**Defensible Space Helps Save Lives and Property!**

**COMPLY WITH THE LAW AND HELP SAVE YOUR HOME BY CREATING DEFENSIBLE SPACE.**

**Follow these guidelines:**

- 1. Create a Lean, Clean and Green Zone**  
Remove all flammable vegetation and any dead or dying plants within 30 feet of each building or structure.  
You may keep single trees or other vegetation that are trimmed of all dead and dying foliage and are well pruned and maintained.
- 2. Decrease Fuel in the Reduced Fuel Zone**  
Surface litter consists of fallen leaves, needles, twigs, bark, cones, pods, small branches, etc. Remove these surface litter so it does not exceed a depth of three inches.  
**Make it Safe: Logs, Stumps and Snags**  
• All logs and stumps should be removed unless they are embedded in the soil. If you keep an embedded log, remove nearby vegetation.  
• A standing dead tree (snag) may be kept for wildlife providing there is only one snag per acre, and if the snag were to fall, it would not reach buildings or structures and would not land on roadways or driveways.  
**Provide Fuel Separation and Treatment**  
• Guidelines for fuel treatment as published by CDF are designed to reduce the spread of wildfires.  
• Choose option 2a or 2b. The best option for your property will be based on its characteristics (slope, vegetation size, vegetation type-brush, grass, trees, etc., — and other fuel characteristics). Properties with greater fire hazards will require larger separation between fuels. For example, a property on a steep slope with large trees will require more separation between trees and shrubs than a level property that has small, sparse vegetation.

**2a: Grasses**  
Ideally, grass should not exceed four inches in height. In situations where these fuels are isolated from other fuels or where necessary to stabilize soil, grasses and forbs may reach a height of 16 inches.

**2b: Horizontal Clearance for Shrubs and Trees**  
Uncleared ground fuels provide an open freeway for the rapid spread and increased intensity of fire.  
Clearance between shrubs should be 4 to 40 feet depending on the slope of the land and size and type of vegetation. Check the chart below for an estimation of clearance distance. Any questions regarding requirements for a specific property should be referred to the local fire department.

**2a: Vertical Clearance for Shrubs and Trees**  
Low branches create "ladders" from the ground fuels to the trees. To determine the proper vertical clearance between shrubs and the lowest branches of trees, use the formula below.

**Minimum Vertical Clearance**  
 $3 \times \text{HEIGHT OF SHRUB} = \text{MINIMUM VERTICAL CLEARANCE}$   
 Example: A five foot shrub is growing near a tree.  
 The minimum vertical clearance needed between the top of the shrub and the lowest tree branches.  
 $3 \times 5 \text{ feet} = 15 \text{ feet}$   
 15 feet of shrub to lowest branches of tree.

**2b: Defensible Space with Continuous Tree Canopy**  
To achieve Defensible Space while keeping a larger stand of trees with a continuous tree canopy, adhere to the guidelines below:

- Prune lower branches of trees to a height of six to 15 feet from the top of the vegetation below (or the lower 1/3 of branches for small trees). Properties with greater fire potential such as steeper slopes or more severe fire danger will require pruning heights in the upper end of this range.
- Remove all ground fuels greater than four inches in height. Single specimens of trees or other vegetation may be kept if they are well-spaced, well-pruned and have a continuous tree canopy that avoids the spread of fire to other vegetation or to structures.

**Minimum Horizontal Clearance**

**SHRUBS**

From edge of one shrub to the edge of the next

Flat to mild slope  
(0% to 10% slope)  
Tree stems 2 1/2' high should be spaced 4' apart

Mild to moderate slope  
(10% to 20% slope)  
Tree stems 2 1/2' high should be spaced 6' apart

Moderate to steep slope  
(20% to 30% slope)  
Tree stems 2 1/2' high should be spaced 8' apart

**TREES**

From edge of one tree canopy to the edge of the next

Flat to mild slope  
(0% to 10% slope)  
10 feet

Mild to moderate slope  
(10% to 20% slope)  
20 feet

Moderate to steep slope  
(20% to 30% slope)  
30 feet