



**Request for Quotes  
January 22, 2018**

## **On-call Painting Services**

**Due date:  
February 27, 2018  
3:00 p.m. PST**

**Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022-1404  
(650) 691-1200**

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## SECTION I. ADMINISTRATIVE INFORMATION

### A. Issuing Agency

The Midpeninsula Regional Open Space District (the District) located at 330 Distel Circle, Los Altos, CA 94022-1404, is issuing this Request for Quotes (RFQ). Telephone (650) 691-1200; Fax (650) 691-0485.

### B. Scope of Work

The District is soliciting qualified painting contractors (Contractor) who wish to be included in our On-Call Painting Services Contractor List. It is the intent of the District to enter into one-year, on-call contracts with three to six painting service contractors in order to call upon these Contractors as needed. Contractors will be issued a Task Order for individual projects. District may, but is not required to, issue Task Orders to each respective contractor not to exceed a cumulative total of \$50,000. The District, with the consent of the Contractor, shall have the option for two (2) consecutive one (1) year extensions, under the same terms and conditions upon agreement of any price changes. A copy of the District's Standard Contract and a Sample Task Order are attached in *Appendix A, page 16 and page 28*.

### C. General District Information

The District is a California multi-county independent special district that owns and manages over 60,000 acres of scenic open space and recreational land. The District directly serves a population of more than 700,000 people within three counties and sixteen cities south of San Francisco and north of San Jose. The District maintains over 220 miles of trails and related facilities in 26 Open Space Preserves.

The District owns and manages administrative facilities and rental properties on District lands. Tenants include District staff and the general public. The District's Property Management program requires painting services throughout the District, including at the administrative office, field offices, and rental properties. For purposes of this RFQ, the District has been divided into three regions. See Section I, D below.

### D. Geographic Regions of Service

For purposes of this RFQ, the District has been divided into three Geographic Regions of Service. Each Contractor can respond to provide services for any or all of these regions. See region maps in *Appendix A, pages 13, 14, 15*. Maps may not be representative of all structures present.

**Region 1** encompasses area indicated in *Appendix A – Region 1 Map (page 13)*, including the District Administrative Office (AO) at 330 Distel Circle, Los Altos, CA 94022 (Santa Clara County near the intersection of El Camino Real and San Antonio Road) and the Foothill Field Office (FFO) at 7400 Saint Joseph Ave, Los Altos, CA 94022 (Santa Clara County, near intersection of Foothill Expressway and Hwy 85).

**Region 2** encompasses the area indicated in *Appendix A – Region 2 Map (page 14)*, including the Skyline Field Office (SFO) at 21150 Skyline Ranch Road, La Honda, CA 94020 (San Mateo County, near the intersection of Hwy 35 and Alpine Road). *Region 2* also includes the area north up to Hwy 92, though not indicated on the map.

**Region 3** encompasses the area indicated in *Appendix A – Region 3 Map (page 15)*, including the South Area Outpost (SAO) at 18171 Pheasant Rd, Los Gatos, CA 95032 (Santa Clara County, near intersection of Hicks and Shannon).

## **E. Contractor Expertise and Experience**

The District seeks contractors with demonstrated expertise and experience performing the following services:

1. Painting – ranging from minor patch and paint to painting a room or entire-structure (interior and exterior)
2. Minor repairs to include but not limited to: repair dry-rot damage, replace fascia boards, replace siding, seal siding as required, and caulk seams.

Examples of the types of structures and facilities that might require painting services under this contract include:

- Single Family Dwelling
- Multifamily Dwelling (1-4 plex)
- Out Building – detached garage, barn, storage building
- Office Buildings and Outpost Facilities – FFO, SFO, AO, SAO

The District uses environmentally friendly materials and processes whenever possible. Specifications for materials will be provided to the Contractor for each project in each Task Order. A Sample Task Order can be found in *Appendix A, page 28*.

## **F. Selection Criteria**

1. Ability of Contractor to perform some or all of the services outlined in this RFQ (*Section I, E*)
2. Contractor having a valid State of California Contractors State License Board C33 – Painting and Decorating Contractor. Possession of a lead paint certificate is not mandatory, but may be required for certain types of work. A C-22 Asbestos license may be necessary for some, but not all projects.
3. Ability to provide services in one or more of the District’s designated Geographic Regions of Service (*Section I, D and Appendix A – Region 1 Map, Region 2 Map, and Region 3 Map*)
4. Ability to readily access and communicate through phone calls, texts, and emails from the District requesting service or inquiring about status

5. Compliance with procedures for working around materials that may be hazardous. This may require hazard awareness training for crews working around some hazardous materials.
6. Compliance with California prevailing wage laws
7. Fair and reasonable prices for labor and materials
8. Proof of insurance as required, see *Section I, K* below.
9. References
10. Completeness of submittal requirements (*SECTION II. QUESTIONNAIRE, page 9, 10, 11*)

## **G. Selection Process**

The District will review and evaluate all written quotes submitted by the deadline. The District will select the highest ranked qualifying Contractors to enter into an on-call, one-year contract with the District for construction and maintenance services and will be included in the On-Call Painting Services Contractor List.

The criteria of the evaluation will be based on the completeness and quality of information provided within the Questionnaire (Section II), including the services provided, competitive rates, ability and desire to enter into a one-year contract and meet all requirements, experience, references, and guarantee of work.

## **H. Award**

The contract(s) will be awarded to the Contractor(s) whose quotes are the lowest responsible quotes and best meet the selection criteria.

## **I. Payment**

Contractors will be paid within thirty days of any invoice date.

## **J. References**

The Contractor must provide a list of at least three references, preferably at least one of these should be from a governmental agency. The contractor should expect that the District will contact the references.

## **K. Insurance Requirements**

Contractors are responsible for ensuring they are capable of meeting the District's insurance requirements, and must provide proper evidence of insurance coverages as specified in the District's standard contract (*Appendix A, Sample Contract Agreement*).

## **L. Term of Contract**

Term of contract shall be for one year, not to exceed \$50,000. The District, with the consent of the Contractor, shall have the option for two (2) consecutive one (1) year extensions, under the same terms and conditions upon agreement of any price changes.

## **M. Delivery and Due Date**

Each respondent is required to submit three (3) hard copies each of the Questionnaire (includes General Questions, Services Available and Financial Estimate Worksheet, and References). Submissions must be delivered (with enclosures, if any) to the following address in a sealed envelope marked "On-call Painting Services Contractors RFQ":

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

The District bears no responsibility for submissions that are not received by the specific deadline; late submissions will not be accepted. Submissions will be received only at the address identified above. If the submission 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 February 27, 2018, 3:00 p.m. PST. Submissions will not be accepted via fax or email.

## **N. Instructions to Contractors**

Contractors interested in providing one or more of the services requested by this RFQ are requested to complete and submit the *QUESTIONNAIRE on pages 9, 10 and the Services Available and Financial Estimate Worksheet on page 11 in SECTION II.*

## **O. Inquiries**

Contractors may make inquiries concerning this RFQ to ask questions or obtain clarification of requirements. All inquiries should be made to:

Deborah Bazar  
Management Analyst II  
330 Distel Circle  
Los Altos, CA 94022  
Phone: (650) 691-1200  
Email: [dbazar@openspace.org](mailto:dbazar@openspace.org)

## **P. Rejection of Quotes**

The District reserves the right to reject any or all quotes, to waive informalities and irregularities in the submissions received, and to accept any portion of any submission, or all items submitted, if deemed to be in the best interest of the District to do so. The District will reject quotes from

any contractor for whom there is documented evidence of project delays, cost overruns, and /or documented inability to meet project performance requirements.

### **Q. Notice of Award; Protest Procedure**

The District Representative will notify all Contractors regarding award of the contract(s). A Contractor who intends to protest the award must submit a written protest to the District Representative within five (5) working days after the District's issuance of the notification of staff's recommendation to award the contract(s).

The protest must explain 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 staff's issuance of the contract notification shall waive the right to protest. The protest may be withdrawn at any time while under consideration by the District.

The District Representative will notify the recommended contract awardee(s) of the protest and afford the opportunity to submit a response to the written protest. The District is not required to hold an administrative hearing to consider a bid protest, but may do so at the sole option of the Assistant General Manager (AGM), 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.

### **R. Public Records and Proprietary Information, Indemnification**

The District recognizes that Contractors will occasionally believe that all or portions of their submissions are confidential or proprietary. This can present problems in participating in a public agency procurement process. All submissions, strategies, supporting information, rate schedules and other information and documents are presumptively public records under the California Public Records Act (Gov't Code section 6250 et seq.), subject to prompt disclosure upon request by any member of the public.

The District is not soliciting, does not wish to receive, and will not treat any information received under this submission as proprietary or confidential information, unless specifically called for or expressly accepted by the District General Counsel in writing, and will be accepted and considered only when, in the sole discretion of the District it is necessary to serve the public purpose of the project. If the inclusion of confidential or proprietary information is determined to be necessary to the submission, Contractors must identify each and every specific item and each and every page, and segregate the information into a separate envelope or electronic file labeled conspicuously as confidential, with a cover page describing the information and applicable law exempting the same from disclosure. Any material marked or claimed as confidential or proprietary may be returned to the Contractor by the District or destroyed and

may not be considered in the review of submissions if the claim does not appear justified or would inhibit the public purposes of the services quoted.

If the documents have been properly marked and expressly accepted as confidential and proprietary in writing by the District General Counsel, the District will make its best effort to advise the Contractor of any Public Records Act request, should any be received, seeking documents claimed to be confidential or proprietary, to give the Contractor an opportunity to take legal steps to protect such property from disclosure to third-party requester. The District expressly disclaims any duty and will not defend the confidentiality or proprietary nature of any information submitted. **By submitting any confidential or proprietary information to the District, the Contractor agrees to hold harmless and indemnify and defend the District and its officers, employees, and agents for any and all costs, including attorney's fees,** incurred by the District or awarded to a Public Records Act requester relating to a request for release of Contractor's data should the Contractor ask the information to be handled as proprietary or confidential.



## SECTION II. QUESTIONNAIRE

This section contains the submission questions. Contractors shall address the questions in the order presented; responses must be identified by the question numbers below. Answers to questions need to be specific, detailed and straightforward, using clear, concise, easily understood language. Questionnaire must be typed; no handwritten responses will be accepted.

The answers to questions in this section will be evaluated and scored to determine the Contractor's ability to provide quality service at fair and reasonable prices, while maintaining high standards of customer satisfaction.

Contractors are encouraged to make any comment and/or attach any information that may assist in evaluating their ability to perform this contract.

### A. General Questions

1. Contractor business name and address
2. Business owner name
3. Contractor contact information (name, address, phone, fax, email)
4. Contractor license type(s) and number(s)
5. Number of employees
6. Number of years in business
7. Number of years under current ownership
8. Briefly describe business experience and past clients.
9. Briefly describe business experience with providing service to government agencies.
10. Do you have training, licenses, and/or a certification for working with hazardous materials?  
(NOTE: it is not required to have any or all of the following items to be considered for this on-call contract.) Please submit proof of training, licenses, and certifications with your proposal.
  - a. If yes, do you have any of the following:
    - EPA Renovation, Repair and Paint Firm Certification
    - An EPA Renovation, Repair and Painting Certified Renovator on Staff
    - California Department of Public Health Certified Supervisor
    - California Department of Public Health Certified Workers
    - Cal/OSHA Lead Awareness Trained Workers
    - Cal/OSHA Lead Action Level Trained Workers
    - Asbestos Abatement License CA C22
  - b. If you do not have this type of training/certification or do **not** wish to be considered for projects that may involve hazardous material, indicate as such and then skip to Question 12.
11. For applicable projects, the Contractor will be provided with all relevant lead and asbestos reports. Not all projects will involve lead and/or asbestos.

- a. Confirm your agreement to review all lead and asbestos reports before starting any work and confirm agreement not to disturb any asbestos materials.
  - b. Also confirm agreement to disturb lead-based paint only in a lead-safe fashion. You will be required to submit those lead safe work practices to the District Representative in writing.
12. What experience, if any, do you have with biomonitoring?
13. Define "Quality Service" as it pertains to your business, and explain the processes that are in place to ensure it.
14. Guarantee of work
15. Geographic Regions of Service available to work (list *Region 1 Map*, *Region 2 Map*, and/or *Region 3 Map*)
16. To qualify for Task Orders under this contract worth more than \$15,000 for maintenance work or Scopes of Work worth more than \$25,000 for new construction, alteration, installation, demolition, or repair, registration with the California Department of Industrial Relations (DIR) is required. Are you registered with DIR? If yes, please provide your DIR registration number.
17. Certificate of Insurance
18. Acknowledgement of ability to enter into one-year contract and meet all requirements
19. Three references (*see Section II, C below*)

**B. Services Available and Financial Estimate Worksheet**

Enter the information for the services you are quoting for contract work. You have the option to subcontract the services; subcontractors must meet all of the requirements of this RFQ. All rates, mark up percentages, and other costs shall be guaranteed for one year.

Service	Hourly Labor Rate	Hourly Mgmt. & Admin Rates	Material Mark Up (% if any)	Overhead and Profit (%)	Other Costs (please describe and estimate)	Place an X in this column if you would subcontract this service
Painting – interior and exterior						
Minor repairs (e.g., dry-rot repair, replace fascia boards, etc.)						
Lead Paint – remediation (certificate required)						

## C. References

Use the following format to list three references (preferably one being a from government agency).

### Reference 1

Name of Company/Organization: \_\_\_\_\_

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

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

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

Type of Service(s): \_\_\_\_\_

### Reference 2

Name of Company/Organization: \_\_\_\_\_

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

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

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

Type of Service(s): \_\_\_\_\_

### Reference 3

Name of Company/Organization: \_\_\_\_\_

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

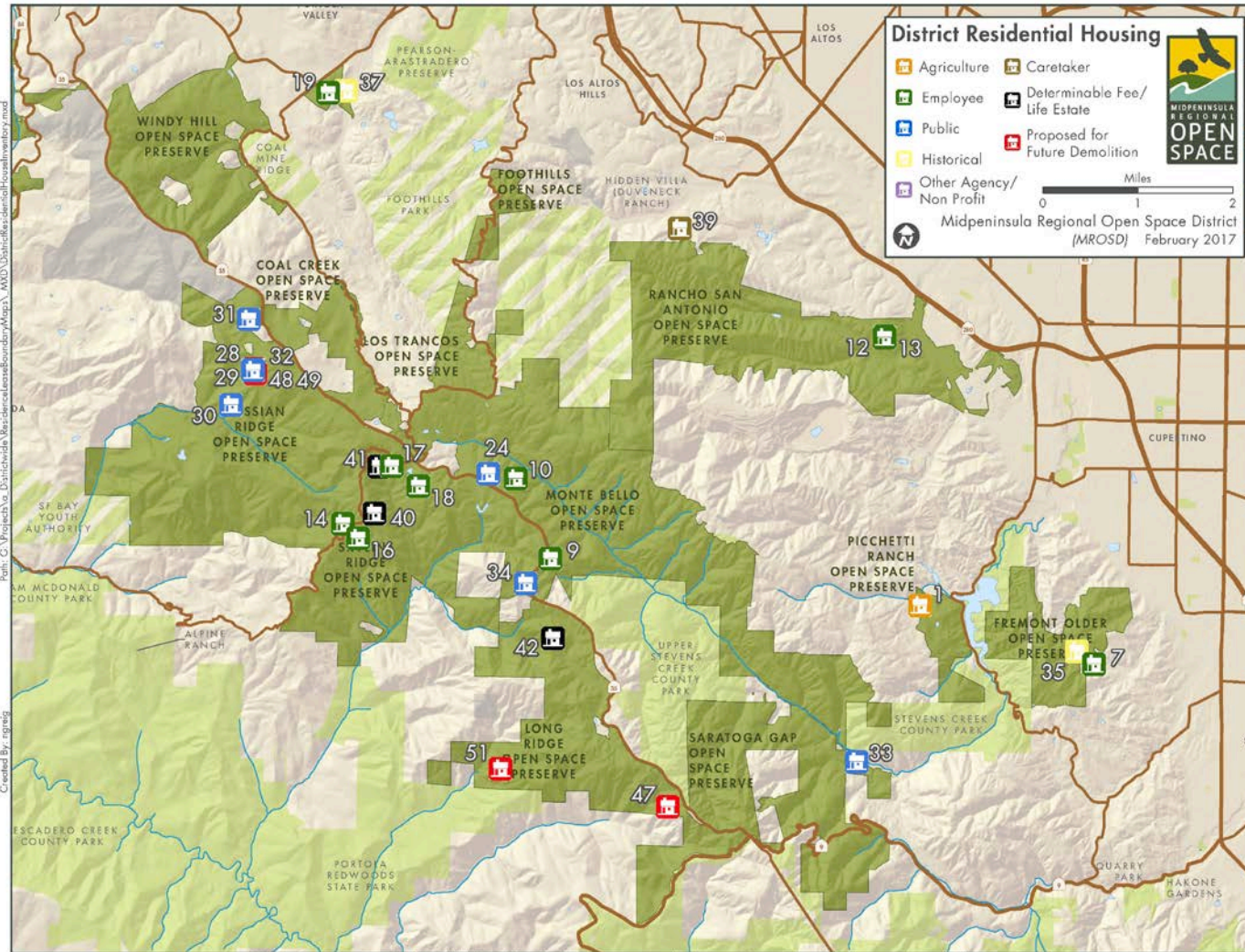
Contact Person: \_\_\_\_\_

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

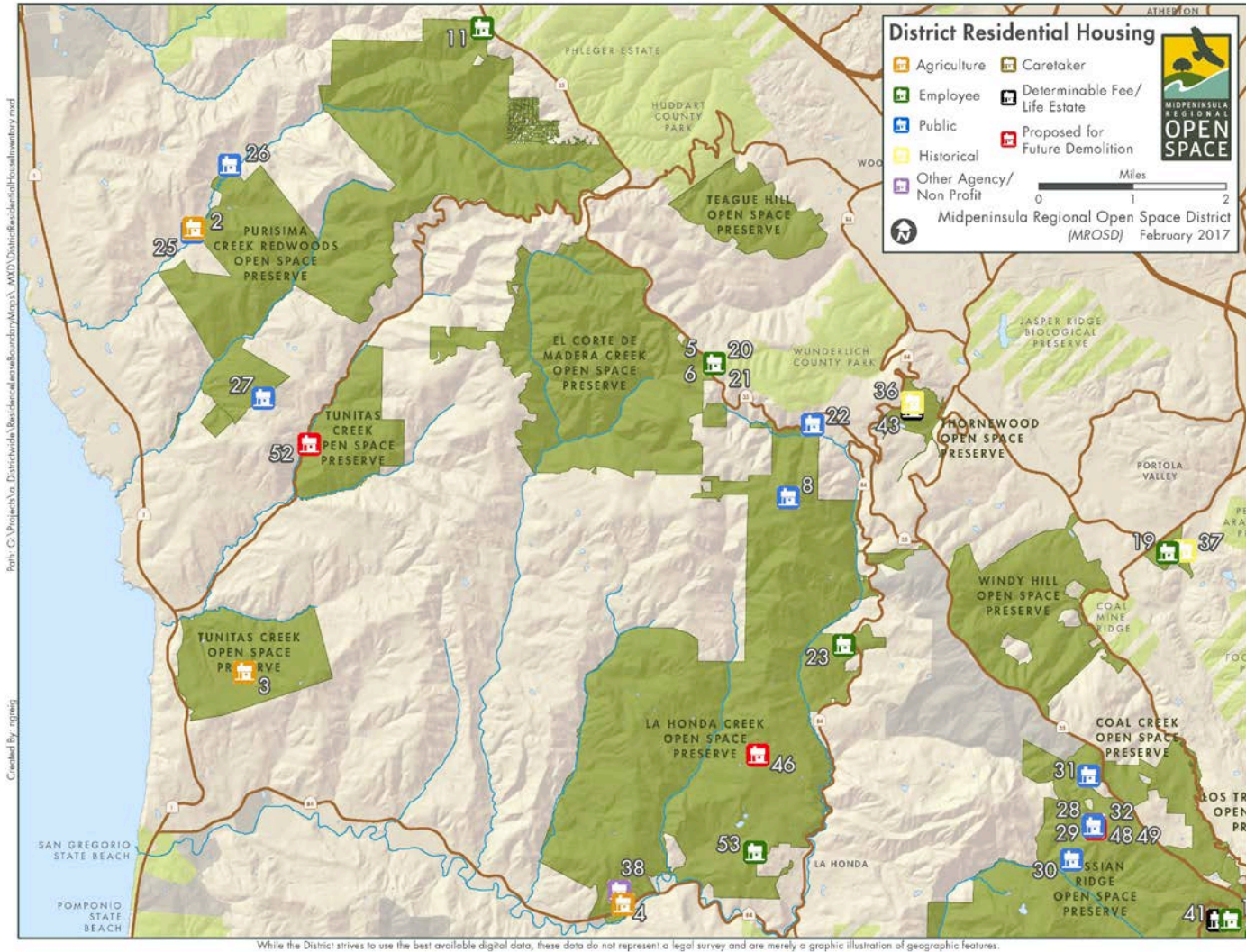
Type of Service(s): \_\_\_\_\_

# APPENDIX A

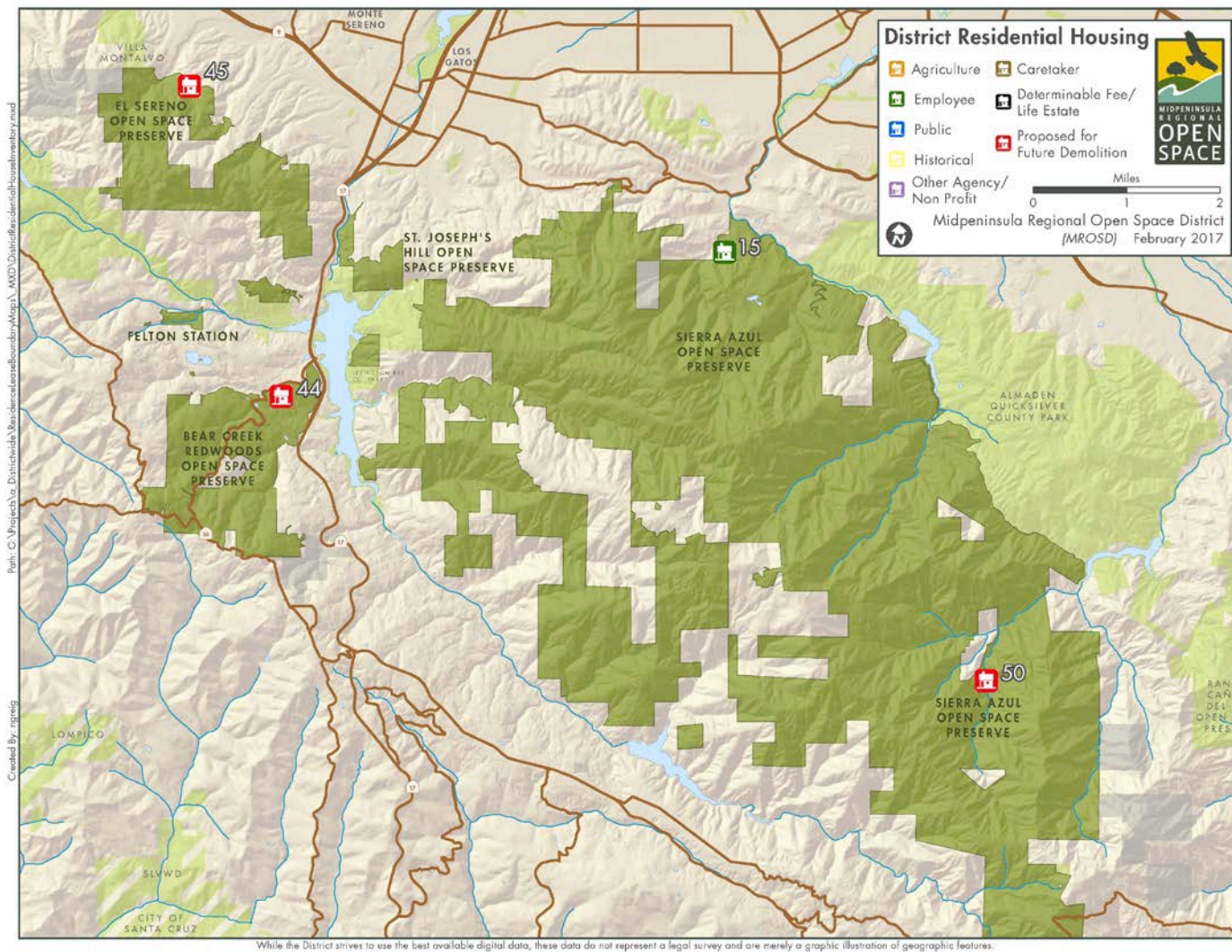
## A. Region 1 Map



## B. Region 2 Map



### C. Region 3 Map



## A. Sample Contract Agreement

### LEVEL TWO CONTRACT INFORMATION SHEET

1. Name of Project: [Click here to enter text.](#)
2. Project Description: [Click here to enter text.](#)
3. Working Days to Complete: [Click here to enter text.](#)
4. License(s): [Click here to enter text.](#)
5. District Representative: [Click here to enter text](#)

**Project:** [Click here to enter text](#)

[Click here to enter text](#) Open Space Preserve

[Click here to enter text](#) County, California

**Date:** [Click here to enter text](#)



## AGREEMENT Level Two

**1. Project Name:** [Click here to enter text.](#)

**2. Parties.**

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

Contractor: [Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)

**3. 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”):

*[Intentionally left blank]*

**4. Contract Price:**

Contractor will be compensated on a task-specific basis corresponding to each Task Order. Compensation is based on pricing set forth in Contractor’s bid attached hereto as Attachment 2. On or before executing any extensions to this agreement, Contractor may notify District in writing of any changes to labor rates as set forth herein, which shall not exceed 2% per year.

Contractor will only be compensated for work performed under an authorized Task Order issued by the District. District may elect, but is not required, to authorize work up to the maximum contract amount of \$50,000.

**5. Term.**

The Term of this Agreement shall commence on the execution hereof by District and shall end on [enter date](#), and may be extended in writing for two (2) additional 1-year terms at the sole discretion of District.

## **6. Beginning and Completion of Work.**

Time is of the essence to this Agreement. Contractor shall provide District Representative with evidence of all required certificates and licenses within fourteen (14) calendar days of the commencement of the Term of this Agreement. Contractor agrees that the Work for each Task Order shall be fully completed to District Representative's satisfaction to meet the schedule of performance specified on each Task Order. A written Task Order from the District shall serve as a Notice to Proceed. Contractor shall not start any work until such notice is issued.

## **7. Liquidated Damages.**

If the Contractor fails to complete the work within the specified time plus any extensions thereof, the Contractor shall become liable to the District, as liquidated damages, the sum of \$500.00 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. Nothing in this Paragraph shall be construed so as to preclude District from recovery of damages for causes other than delay by Contractor.

## **8. Insurance**

### **A. General Insurance Requirements.**

- (a) 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.
- (b) Contractor shall, within fourteen (14) calendar days of the commencement of the Term hereof, 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 following the commencement of the Term hereof.
- (c) 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.
- (d) 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.

### **B. Specific Insurance Requirements.**

- (a) *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. Contractor has executed the Labor Code §1861 Certificate (Exhibit 3), attached hereto and incorporated herein.

(b) *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage with limits no less than **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate for all covered losses.

(c) *Business Automobile Liability* insurance with coverage evidencing “any auto” and with limits of no less than **\$1,000,000.00** per occurrence.

(d) *Contractor Pollution Liability* (if working around certain hazardous materials) - usually at the \$1,000,000 level (coverage typically includes coverage for asbestos, lead, and silica)

C. 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.

## **9. Change Orders.**

The District reserves the right to require alterations, additions to and/or deletions from the work. If the District Representative determines that a change ordered by the District causes an increase or decrease in the Contractor's costs or time required for completing the Contract, appropriate adjustments to the Contract price and/or time shall be made. The Contractor shall not be entitled to any compensation for extra work or time to finish the Contract without a written directive from the District Representative. Failure to agree on an adjustment of the Contract price or time extension shall not excuse the Contractor from proceeding with the work as changed. See Change Order Request Templates (Exhibit 4 & 5).

## **10. Indemnification.**

A. Contractor agrees to indemnify, hold harmless, defend and protect the 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 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 the 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 the District and such obligation shall survive the termination of this Agreement as to any matter arising from Contractor's performance of the Work.

B. In the event a claim is made against the District, its officers, directors, agents and/or employees or they and/or the District is named a co-defendant in any action concerning the Contract, the Contractor shall immediately notify the District. The District may retain legal

counsel at the Contractor's sole expense and the Contractor shall reimburse the District for all legal expenses, including reasonable attorney's fees, expended in representing the District.

- C. In the event that an apportionment of liability between the District and the Contractor is made by the judge in a court of competent jurisdiction, neither the District nor the Contractor shall request that apportionment of liability be determined by a jury. The Contractor shall be responsible to indemnify and hold harmless the District as set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of the District.
- D. The Contractor hereby waives all claims and recourse against the District, including the right of contribution for loss or damage to property, and hereby releases the District from any liability related to or in any way connected to the Contractor's activities or the Contractor's use of the project site, premises or facilities.
- E. The Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, employees, agents, officers) from any and all injuries, death or damages.

#### **11. 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 License required for this Agreement is [Click here to enter text.](#)

#### **12. District Representative.**

During the Term of this Agreement, District shall be represented by the person designated as District Representative executing this Agreement, unless and until Contractor is provided with written notice of the designation of a different District Representative. Disputes or claims between the Contractor and the District arising from this Agreement valued at \$375,000.00 or less shall be governed by the claims resolution procedures of California Public Contract Code Section 20104 *et seq.*

#### **13. 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 Agreement. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training. Copies of the prevailing wages are on file at the District Administrative Office, 330 Distel Circle, Los Altos, CA 94022 and available online at [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr).

Effective March 1, 2015, contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) for eligibility to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed under this contract 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. Contractor shall make payroll records available pursuant to California Labor Code

§§ 1771.4 and 1776.

**14. Equal Employment and Affirmative Action.**

Contractor and its subcontractors will comply with all applicable equal employment opportunity and affirmative action laws throughout the term of this Agreement.

**15. Examination of Site and Contract Documents.**

This Agreement including attachments is the entire contract between the parties, represents the entire integrated agreement between them and supersedes all prior negotiations, representations and agreements, whether written or oral. By signing this Agreement, Contractor acknowledges having examined the work site, determined any site variations that affect the bid, and investigated the conditions of existing clearance, restrictions or limitations that affect access to the work. Contractor's failure to do any of the above shall not become a basis for a claim to additional monies or for an extension of time for performance hereunder. No allowance shall be made on behalf of the Contractor due to neglect, failure or error in acquainting itself with the project or any and all of the Contract Documents.

**16. Water and Air Pollution; Environmental Protection; Erosion Control.**

A. *Water Pollution.*

- (a) The 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. The Contractor shall minimize muddying and silting of any stream or body of water. The Contractor shall, at the District Representative's direction, perform work in small units or use modified construction procedures when necessary, to provide effective water pollution control. Prevent any construction equipment, material, and debris from falling, landing, or reaching an adjacent creek drainage.
- (b) At the pre-construction meeting, the Contractor shall submit to the District Representative in writing, a program to control water pollution. The Contractor shall provide, at no cost to the District, temporary dikes, basins, ditches, straw, seed, or other appropriate device, when, in the opinion of the District Representative, they become necessary as a result of the Contractor's operations. The District Representative may require the Contractor to revise project operations and the Work Schedule at no additional cost to the District if the Contractor's water pollution control measures are ineffective.

B. *Dust Control.* The Contractor shall control dust resulting from the Contractor's performance of the Work either by applying water or a dust palliative without additional costs to the 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 the Contractor fail to perform to the satisfaction of the District Representative.

C. *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 the 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, the 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.

- D. *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, its location must first be approved by the District Representative.
- E. *Wildlife* Construction workers shall be instructed not to disturb or feed wildlife.
- F. *Noise.* The District Representative shall decide on the adequacy of provision and maintenance of noise reduction equipment. When so instructed in writing by the District Representative, the 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 the District Representative.

### **17. Protection of Historic Resources and Human Remains.**

Contractor shall, during all Work, be alert for indicators of historic resources (i.e., 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 such indicators are uncovered, all work within 50 feet shall be halted, and the 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.

### **18. Protection of Work and Property**

Contractor shall protect from damage or loss the Work and any existing District or other private or public improvements or properties, including but not limited to vegetation, pathways, roadways, structures and utilities not designated for removal. When Contractor is working in or around existing vegetation, Contractor shall provide protective devices and take all reasonable measure to preserve vegetation that is to remain. Particular care shall be taken not to debark trees, break limbs, or cause damage to root systems. Contractor shall make good any such damage or loss to the satisfaction of the District Representative or owner, at no cost to the District.

### **19. Safety and Public Convenience.**

Contractor shall be responsible for initiating, maintaining and supervising suitable 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 alone shall be responsible for responding to and final satisfaction of any and all claims of personal injury or property damage, and for the violation of any safety or health laws, statues, ordinances or regulations. Contractor shall at all times ensure the least possible obstruction to traffic and other inconvenience to the general public.

### **20. Project Cleanliness.**

Contractor shall keep the project and surrounding area free from accumulations of waste material and rubbish generated by the Work or by employees and subcontractors. Contractor shall remove daily all rubbish, tools, equipment and surplus materials leaving the work "broom clean" at the completion of each day, unless a different nature of cleanup or repair is specified elsewhere in this Agreement. In case of dispute between the Contractor and any other contractors as to the responsibility for removal of rubbish, District may remove the disputed materials and charge the cost, or portions thereof, to the Contractor or to such other contractor or contractors as the District Representative determines to be fair and reasonable.

### **21. Fire Hazards and Prevention.**

Contractor shall be responsible for any fire ignited by the Contractor, employees, subcontractors, or equipment. Employees shall not be allowed to start fires. No open flames shall be permitted. Contractor shall take all necessary precautions to guard against and eliminate fire hazards that could cause damage to the Work, building materials, equipment, whether public or private property, including grassland, brush and trees. Fire hydrants shall be kept accessible to fire-fighting equipment at all times.

### **22. Final Inspection and Acceptance of Work; Punch List.**

When the Work is complete, Contractor shall request District Representative to make a final inspection of the Work. District shall make the final inspection within ten (10) calendar days of such request. If District determines that the Work has been completed and is acceptable, the 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 the District determines that the Work is not complete or is unacceptable, Contractor shall be notified in writing of the deficiencies and Contractor shall again initiate the procedure for final inspection after such deficiencies are corrected.

### **23. 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.

#### **24. Termination.**

Either party may terminate this Agreement with or without cause by providing 14 days' notice in writing to the other party. The District may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. If the District elects to terminate the Agreement, it shall pay Contractor for services satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of any costs the District incurred as a result of any breach of the Agreement.

#### **25. 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. Any executed copy of this Agreement shall be deemed an original for all purposes.
- C. This Agreement may be executed in counterparts, which counterparts shall together constitute one agreement if signed by both parties.
- D. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- E. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either party.
- F. 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.
- G. Capitalized terms refer to the definition provided with its first usage in the Agreement.
- 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. No responsibility either direct or implied will be assumed by the District for omissions or duplications to the Contractor or any subcontractors due to real or alleged error in arrangement of material in the Contract Documents.



**Contractor:** \_\_\_\_\_  
Name and Title (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
DIR Number

Fully executed at Los Altos, California  
**Midpeninsula Regional Open Space District, by:** \_\_\_\_\_

\_\_\_\_\_  
Ana M. Ruiz, Acting General Manager

Telephone: \_\_\_\_\_

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

Agreement approved as to form:

Attest:

\_\_\_\_\_  
Hilary Stevenson  
Acting General Counsel

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

**NONCOLLUSION AFFIDAVIT**

State of California

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

\_\_\_\_\_, 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

\_\_\_\_\_  
Date

**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

SAMPLE

## E. Sample Task Order

### Task Order

Work Order No.

Agreement: On-Call Agreement (“Agreement”) between MROSD (“District”) and (“Contractor”), dated .

District Contact:

Contractor Contact:

1. Description of the Task Order including Project Address/Location, any Best Management Practices required, any Reports/Drawings/Specification, and a map for the project if required:
2. **Dollar Amount of Work Order: Not-to-Exceed \$**
3. Schedule for this Work Order/ Estimated Date of Completion:
4. Copies of applicable permits required to perform the Services and/or any other work-specific instructions are attached to this Work Order, unless the Contractor previously provided the appropriate permits to the District.
5. The Contractor shall perform all Services described in Attachment A to this Work Order in accordance with the terms and conditions of the Agreement.

Signature: \_\_\_\_\_

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT  
Insert Printed Name here

\_\_\_\_\_  
DATE