



Addendum No. 1
Bear Creek Redwoods Open Space Preserve Tree Removal

To: Request for Bids Recipients
From: Sean Smith Capital Project Manager II
Date: 2/7/2018
Re: Addendum No. 1

Bidders must acknowledge receipt of this **Addendum No. 1** by signing below and including this page in their bids. Addendum No. 1 consists of:

1. **Responses to questions issued during Pre-bid Tour.** See attached Exhibit 1.
2. **Sign in Sheet from Mandatory Pre-bid tour.** See Exhibit 2.
3. **Bid package.** See Exhibit 3 for the amendments to the bid package.
 - a. Stump grinding- grind and remove stump completely.
 - b. Material Handling and Disposal- Palm tree debris off-hauled from site.
 - c. Biological Concerns- training, inspection prior to work on site.
 - d. Base Bid Items- added: remove steel cable from Redwood tree. Two additional trees added to 10"-16" diameter bid item. Traffic control bid item change- time and material.

The undersigned has carefully examined the following Addendum No. 1:

Contractor's Name

Company

Date

Exhibit #1

TREE REMOVAL AT BEAR CREEK REDWOODS – 2/5/18

Questions and Answers

1.

Question:

Can contractor store equipment on site overnight?

Response:

Yes, but equipment will be inspected daily for species clearance.

2.

Question:

After stump grinding, what material can be used to backfill the excavated areas from stump removal?

Response: Backfill stump holes with native earth material on site. No off-site material can be used to backfill stump holes. Native soil material can be used from tree removal site location. District representative will assist in locating native soil areas for backfill use.

3.

Question:

Do wood chips need to be left at the tree removal location?

Response: No, wood chips need to be collected and transported to stockpiling staging area identified on mandatory tour bid. The location of the stockpiling staging area is referred to as the “ballfield” location. Mandatory pre-bid tour attendees visited this location during pre-bid walk. Please see attached site map of stockpiling location for reference. Wood chip debris will be chipped to maximum dimension of 2” inch.

4.

Question:

Can the trees located in Santa Clara County right of way along Bear Creek Rd. be removed from within the preserve, rather than at the street (eliminating the need for traffic control)?

Response:

Yes, trees can be removed from within the preserve. If Santa Clara county requires traffic control, traffic control will be paid at Time and Materials under bid item 6.

5.

Question:

Would the District like to keep any of the wood?

Response: Yes, the District would like to stockpile ten 10' ft. sections of Redwood trunk totaling 100' linear feet. These Redwood tree trunks diameters should be approximately 24" as approved by District representative. These trunk sections will be transported and stored at the "ball field" stockpile location.

6.

Question:

Is there additional access to Bear Creek Redwoods Preserve?

Response:

Yes. Bear Creek Redwoods Open Space Preserve access through a District gate from Highway 17, West of HWY 17/Bear Creek Rd.



7.

Question:

What is the due date for bid-submittals?

Response:

Complete and signed bid package is due February 13, 2018 at 3:00pm.

Bid submittal location:

Midpeninsula Regional Open Space District Office

330 Distel Circle

Los Altos, CA 94022

8.

Question:

Can the existing fence be removed to fall/remove the trees along Bear Creek Rd.?

Response:

Yes, the fence can be removed to fall/remove trees located in Santa Clara County right of way. The contractor will need to replace or restore the existing fence to previous or better condition.

9.

Question:

Can the small trees near the removal sites be disturbed? Which existing trees will require tree protection during tree removal?

Response:

Only the trees adjacent to the Redwood Trees will need to remain undisturbed/protected. The remaining trees near the pond (small saplings, and shrubs) will not require protection. This work area is trees located West of the pond, and in the Santa Clara County right of way.

10.

Question:

Can the larger diameter wood be kept as habitat logs?

Response:

The District is requesting ten 10' ft. sections of Redwood tree trunk stored at the stockpile location. The Redwood tree trunk sections with an approximate 24" diameter will be cut in 10' ft. sections and hauled to "ballfield" stockpile location.

11.

Question: For the wood crews are unable to chip, will the debris need to be off-hauled off site?

Response:

If the diameter of a tree trunk exceeds the wood chipper diameter capacity, those larger rounds will need to be off-hauled and disposed off-site. All debris from the Palm tree will need to be off-hauled and disposed. Contractor cannot stockpile Palm tree woodchips on site. 100 linear feet of Redwood tree trunk must be stockpiled in stockpile location.

12.

Question:

Can crew/contractor haul wood offsite?

Response: Yes, the contractor will off haul wood and debris which exceeds wood chipper diameter capacity. 10 logs of Redwood tree trunk cut into 10' ft. sections with a diameter of approximately 24" will remain on site at stockpile location.

13.

Question:

When will crews have confirmation HWY 17 access to Bear Creek Redwoods is permissible?

Response: Preserve access from HWY 17 is permissible. Contractor can use this entrance and access road as needed for tree removal equipment to access tree removal site. The Bear Creek Rd. Preserve gate center bollard is removable to create a wider entrance.

14.

Question:

Is the project considered maintenance or construction prevailing wage?

Response: Prevailing wage for project to be treated as "construction prevailing wage."

15.

Question:

Is the Cedar tree adjacent to the bench on the West side of the pond remaining/removing?

Response:

The large diameter Cedar tree adjacent to the bench to remain.



Midpeninsula Regional
Open Space District

MANDATORY PRE-BID TOUR ATTENDANCE SHEET

TREE REMOVAL AT BEAR CREEK REDWOODS

FEBRUARY 5, 2018

NAME (Please print legibly)	FIRM / COMPANY	EMAIL (Please print legibly)
1. Jose Luis Abalos	Jose	<u>jbalos@wcainc.com</u> @
2. RAY Ontiveros	West Coast Arborist, Inc	<u>RONTIVEROS@WCAINC.COM</u> @
3. Erik Moller	Arborwell	<u>emoller@arborwell.com</u> @
4. Adolfo Garcia	community tree	<u>communitytreeservice³²⁰@smg1.com</u>
5. Richard Smith	Bay Area Tree Specialist	<u>bayareatreespecialist@earthlink.net</u>

NAME (Please print legibly)	FIRM / COMPANY	EMAIL (Please print legibly)
6. David McBay	Valley tree Care.	Valleytreecare@gmail.com David McBay @
7. Kenny Kingelo Kings Mtn Tree		Kenny @bigtreemanagement.com
8. PROFESSIONAL ABRAHAM GUTIERREZ TREE CARE	PROFESSIONAL TREE CARE	CHARLES @PROFESSIONALTREECARE.COM
9. PAUL BAUMAN	PAUL BAUMANS TREE SVC	Paul @Paulbaumantree service.com
10. Andrew Beyer	AEE ARTISTS And Tree Care	boggie28 @ gmail.com
11. SALOMON PINEDA	PINEDA TREE SERVICE, INC.	pinedahreeserviceinc @ gmail.com
12.		@

Exhibit #3
Bid Package



MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

REQUEST FOR WRITTEN BID

Date: January 22, 2018

Project Name: **Bear Creek Redwoods Tree Removal Project**

Please transmit your written bid on or before **3:00 pm, February 13, 2018** to the Midpeninsula Regional Open Space District at:

Attention: **Sean Smith**
Midpeninsula Regional Open Space District
330 Distel Circle Los Altos, CA 94022
(650) 691-1200
ssmith@openspace.org

Scope of Work:

Tree removal (18 trees), stump removal (including grinding), tree debris cleanup (including wood chipping) and off-haul at the **Midpeninsula Regional Open Space District's Bear Creek Redwoods Preserve**. Approximate site address is 19328 Bear Creek Road in Los Gatos, CA. The work features easy site access from Bear Creek Rd. Service road access on the property includes existing paved service roads and dirt road roads. The anticipated project duration is 14 working days.

- **Tree Removal:**
 - Locations of trees identified to be removed detailed on the Site Map plan. Trees identified to be removed will be clearly marked by District representative prior to removal. Marked trees are identified with pink tape or pink paint for removal.
 - Means and methods for tree removal are responsibility of selected contractor. Contractor must protect existing vegetation not slated for removal.
 - Two trees are located in the Santa Clara County right of way along Bear Creek Rd. Removal of these trees will require traffic control per MUTCD.
- **Stump Grinding:**
 - All trees will require the remaining stumps to be grind and removed with applicable machinery.
 - Stump removal will consist of grinding or removing stump completely.
 - Native earth/soil on site can be used as backfill material for stump holes. Woodchips and off-site material cannot be used as backfill material for stump holes.
- **Material Handling and Disposal (Included in price of tree removal):**
 - 10 Redwood tree trunk cut into 10' ft sections will be transported and stored at stockpiling location. These sections will have an approximate 24" inch diameter as directed by District Representative.
 - Tree limbs and trunks will be chipped on site and hauled to designated stock pile location.
 - Tree limbs and trucks exceeding chipper diameter capacity will be off-hauled and disposed off-site.
 - All debris from 36" Palm tree must be off-hauled and disposed off-site. Palm tree woodchips or debris cannot be stockpiled on site.
 - Wood chips to be reduced to 2" inch maximum size in any dimensions.

- **Biological Concerns**
 - All trees will be inspected by a District biologist immediately prior to the start of work. Any tree found to have an active nest will be removed from the scope of the project. A construction buffer around these trees may be required as well.
 - Contractor and all crew working within Bear Creek Redwoods Preserve will be required to attend a brief training on site provided by District staff. This training will cover reducing spread of invasive weed and pest to other sites.
 - Equipment/tools upon entering Preserve must be free of debris and clean of soils/seeds prior to entering work site. Equipment/tools will be visually inspected prior to entering/existing preserve by a District representative.
- **Traffic Control:** If required by Santa Clara County. If required, refer to bid item number 6.
 - Traffic control per MUTCD needed for removal of two trees in Santa Clara County right of way.
 - Contractor responsible for Traffic Control Plan, flagmen, and all required signage per MUTCD. Contractor will follow engineered and approved traffic control plan provided by District.

ANTICIPATED PROJECT SCHEDULE

February 5 th , 2018	Mandatory Pre-Bid Tour at 10:00 am
February 13 th , 2018	Deadline to Submit Bid at 3:00 pm
February 20 th , 2018	Notice to Proceed; Pre-Construction meeting (can be scheduled earlier if Contractor submittals and insurance paperwork received early)
March 9 th , 2018	Construction Completion Deadline

INSURANCE REQUIREMENTS:

- Workers Compensation (Statutory)
- 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 Aggregate with Additional Insured Endorsement using the following language: “Midpeninsula Regional Open Space District, its officers, agents and employees are included as additional insured on all policies except Workers Compensation.”
- Business Automobile Liability coverage including owned, non-owned and hired vehicles with limits of no less than \$1,000,000.00 per occurrence.

PREVAILING WAGE

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>.

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. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. More information can be found at the following website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

INSTRUCTIONS TO BIDDERS

Please make requests for clarification or interpretation to **Sean Smith, Project Manager** at **ssmith@openspace.org** or at the above address for receipt of Bids. Submit the enclosed Bid Form on or before **3:00 pm on Tuesday, February 13th, 2018** with all blanks completed legibly in ink or typewritten. The District may waive minor irregularities or may reject any or all Bids.

Attachments:

Attachment A – Bid Form

Attachment B - Project Site Map

Attachment C – Sample Contract

Attachment D – Plan Sheet

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

BID FORM

Project: **Bear Creek Redwoods Tree Removal Project**

Bid to:

Midpeninsula Regional Open Space District
 330 Distel Circle Los Altos, CA 94022
 (650) 691-1200
 Attention: Sean Smith
ssmith@openspace.org

1. BASE BID

Bid Proposal will be evaluated based on **Total Base Bid**. District may opt to award additional work based on unit pricing submitted herein.

Note: All applicable overhead including Safety, Site Supervision & Insurance, Mobilization/Demobilization, Erosion Control Measures, Regulatory Permit Compliance, and all other items of work as described in the Scope of Work shall be deemed included in the Base Bid.

Tree Removal: Materials, Labor, Equipment, Mobilization, and all other items as noted above and in the Scope of Work.					
Bid Item #	Base Bid	Quantity	Unit	Unit Price	Extension
#1	Mobilization	1	LS	\$	\$
#2	Tree removal: 10" to 16" dbh	9	EACH	\$	\$
#3	Tree removal: 17" to 21" dbh	4	EACH	\$	\$
#4	Tree removal: 22" to 32" dbh	3	EACH	\$	\$
#5	Tree removal: 36" to 40" dbh	4	EACH	\$	\$
#6	Traffic Control for removal of two trees in County right of way	1	T&M	\$ 5,000	\$5,000
#7	Stump grinding	1	Lump sum	\$	\$
#8	Remove steel cable from Redwood trees	1	Lump sum	\$	\$
Total Base Bid					\$

2. ADD ALT

Provide prices for removing additional trees on site that are not included in the base bid.

Add Alt Bid Item #	Base Bid	Quantity	Unit	Unit Price	Extension
#1	Tree removal: 10" to 16" dbh	1 to 4	EACH	\$	\$
#2	Tree removal: 17" to 24" dbh	1 to 4	EACH	\$	\$
#3	Stump Grinding	1	LS	\$	\$
#4	Traffic Control for removal of tree in County right of way	1	Lump Sum	\$	\$

BIDDER'S SIGNATURE

[PRINT NAME]

CALIFORNIA CONTRACTOR'S LICENSE(S):

TYPE OF LICENSE: _____

LICENSE NUMBER: _____

EXPIRATION DATE: _____

DIR REGISTRATION NUMBER: _____

REFERENCES:

List three recently (within last 5 years) completed jobs of comparable scope, the contract amount, names, and telephone numbers of contract officers.

1. Job/Project Name:

Owner: _____ Year: _____

Contract Amt \$ _____

Contact Name _____ Phone _____

Project Description

2. Job/Project Name:

Owner: _____ Year: _____

Contract Amt \$ _____

Contact Name _____ Phone _____

Project Description

3. Job/Project Name:

Owner: _____ Year: _____

Contract Amt \$ _____

Contact Name _____ Phone _____

Project Description _____

Attachment B – Project Site Map



**LEVEL THREE
CONTRACT INFORMATION SHEET**

1. Name of Project: Bear Creek Redwoods Tree Removal
2. Project Description: Tree removal (20 total trees), stump removal (including grinding), tree debris cleanup (including wood chipping) and off-haul at the Midpeninsula Regional Open Space District's Bear Creek Redwoods Preserve.
3. Working Days to Complete: 14
4. License(s): C-61 Limited Specialty Classification: D-49 California Code of Regulations Title 16, Division 8, Article 3. Classifications tree service contractor prunes trees, removes trees, limbs or stumps (including grinding) and engages in tree or limb guying.
5. District Representative: Sean Smith

**(SAMPLE) AGREEMENT
Level Three**

1. Project Name: Bear Creek Redwoods Tree Removal Project

2. Parties.

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

Contractor: TBD

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"):

(Submitted Bid to be inserted here.)

4. Contract Price:

Upon issuance of the Notice of Completion by District Representative, District agrees to pay Contractor, as full compensation for the Work, the sum of \$TBD. Partial payment shall not constitute final Acceptance of any Work or relieve Contractor of any obligations hereunder.

5. Term.

The Term of this Agreement shall commence on the execution hereof by District and shall end upon issuance of the Notice of Completion of the Work by District except if the Agreement is terminated pursuant to Paragraph 24 below.

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 shall be fully completed to District Representative's satisfaction within 14 working days from the date of issuance of a written Notice to Proceed. Contractor shall not start any work until such Notice is issued. Working days shall mean every day except Saturday, Sunday, and District recognized holidays.

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 and Bonds.

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, 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.

- 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.
- D. Performance and Payment Bonds. If the Contract Price specified in Paragraph 4 exceeds \$25,000, Contractor shall furnish a Performance Bond in the amount of the Contract price, guaranteeing the faithful performance of the Contract, and a Payment Bond in the amount of the Contract price, guaranteeing the payment of claims of subcontractors, suppliers of materials or labor, and others. Bonds shall be in a form specified by District, with admitted Sureties approved by District.

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.

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 .

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 shall be governed by the claims resolution procedures of California Public Contract Code sections 9204 and 20104 *et seq.*

13. Prevailing Wages.

- A. 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.
- B. 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 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

**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

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:

2. 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.

3. 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.

LABOR & MATERIALS PAYMENT BOND PAGE 2

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

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 extent 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.

PERFORMANCE BOND PAGE 2

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 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.

**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	\$	
The Contract Sum prior to this Change Order was	\$	
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		

Contractor

Date: _____

District Representative

Date: _____