



**MIDPENINSULA
REGIONAL OPEN SPACE DISTRICT
REQUEST FOR WRITTEN BID**

May 4, 2018

Project Name: **Property Boundary and Riparian Fence for San Gregorio Creek
Conservation Easement**

Please transmit your written bid on or before **May 30, 2018 5:00 PM** to the Midpeninsula Regional Open Space District:

Attention: Susan Weidemann
Midpeninsula Regional Open Space District
330 Distel Circle, Los Altos, CA 94022
(650) 625-6502
sweidemann@openspace.org

SCOPE OF WORK:

1. Construct a new riparian protection fence (goat fence specification) on the neighboring Vida Verde property lying along the north side of San Gregorio Creek and adjacent to the western boundary of the District Event Center and install one vehicle gates and two pedestrian gates as shown in on the attached map (pink). This fence line measures approximately 1300 linear feet.
2. Construct a new boundary fence (goat fence specification) along the westerly property boundary between the District Event Center and the Vida Verde property including one vehicle gate as shown on the attached map (yellow). This fence line measures approximately 400 linear feet. Reconfigure fencing/gate at the junction of the new boundary fence and the current riparian fence on the District Event Center. Install regular livestock fencing as shown on the attached map (blue).
3. Construct new livestock fence and install one vehicle gate (approximately 75 linear feet of fence) adjacent to the District Event Center Equestrian barn as shown on the attached map (blue).
4. Hand remove old riparian fence and dispose of properly. The old riparian fence is shown on the attached map (red).

5. A District-provided bio monitor will be onsite to perform a pre-construction survey and to monitor the removal of the old riparian fence.

The District Event Center is located in the **Midpeninsula Regional Open Space District's (District) La Honda Creek Open Space Preserve** near the town of La Honda in rural San Mateo County. Access to the Event Center is from State Highway 84, also known as La Honda Road, approximately 2.5 miles west of the intersection of Highway 84 and Pescadero Road. The address is 5710 La Honda Road, San Gregorio, CA 94074. The anticipated project duration is 21 days.

Goat Fence Specifications:

- Consistently at least 54" tall
- 2" x 4" mesh (non-climb for goats), Class 3 Galvanized, 12.5 gauge, high tensile wire with wrapped "S" or square knots
- Use of 6 foot (or greater as needed) heavy duty (1.33) steel T-posts
- H-braces, leg braces, and pressure posts installed as needed
- Double H braces must be used on corners (>25°) and leg braces used on turns (5°-25°)
- Pipes and braces must be galvanized schedule 40 or steel and sunk 3 feet deep
- Posts at 10 foot intervals
- "Dead Man" anchors installed as needed
- One 14' medium weight galvanized drive gate installed at location shown on map
- One 12' medium weight galvanized drive gate installed at location shown on map
- Two medium weight pedestrian gates installed at locations shown on map

Livestock Fence Specification:

- Consistently 54" tall to exclude cattle
- 5 strands, upper 4 strands barbed, bottom strand smooth
- Double strand, 12.5 gauge, Class 3, high tensile barb wire
- 12 gauge smooth wire
- At least 12" between the top two wires
- At least 16" between the bottom wire and the ground
- Use of 6 foot (or greater as needed) heavy duty 1.33 steel T-posts
- H-braces, leg braces, and pressure posts installed as needed
- Double H braces must be used on corners (>25°) and leg braces used on turns (5°-25°)
- Pipes and braces must be galvanized schedule 40 or steel and sunk 3 feet deep
- Posts at 10 foot intervals
- "Dead Man" anchors installed as needed
- One 12' medium weight pipe livestock drive gate installed at location shown on map

ANTICIPATED PROJECT SCHEDULE

May 10, 2018	Request for Bids Issued
May 22, 2018	Mandatory Bid Meeting and Tour
May 23, 2018	Bid Addendum (if any) Issued
May 30, 2018 - 5:00 PM	Deadline to Submit Bid
May 31, 2018	Contract Awarded
June 7, 2018	Construction Begins (construction may begin sooner if contractor has supplied all required documentation)
June 30, 2018	Construction Complete

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>.

Under California law, 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. For additional information, please refer to: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

INSTRUCTIONS TO BIDDERS

Please make requests for clarification or interpretation on or before May 23, 2018 to **Susan Weidemann, Project Manager** at **sweidemann@openspace.org** or at **650-625-6502**.

To be included on the **mandatory** pre-bid tour, contact Adriana Rodriguez at **amrodriguez@openspace.org**, 650-625-6518 or Elaina Cuzick at **ecuzick@openspace.org** or 650-625-6511 no later than noon May 21, 2018. You will be given the meeting location when you schedule the tour.

Bid Forms may be submitted in two ways: 1) via email to sweidemann@openspace.org or, 2) delivered to our administrative office at 330 Distel Circle, Los Altos, CA 94022. BIDS MUST BE RECEIVED ON OR BEFORE 5:00 p.m., MAY 30, 2018 with all blanks completed legibly in ink or typewritten. If sent via email include in the subject line or on the outside of the envelope, please write "PROPERTY BOUNDARY AND RIPARIAN FENCE BID Attention Susan Weidemann." The District may waive minor irregularities or may reject any or all Bids. No faxed bids will be accepted. Any bids received after 5:00 pm on May 30, 2018 will not be opened for consideration.

ATTACHMENTS:

1. Bid Form
2. Project Site Map
3. District Level 3 Agreement Template

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

BID FORM

Project: Property Boundary and Riparian Fence for San Gregorio Creek Conservation Easement

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

Attention: Susan Weidemann

Via email: sweidemann@openspace.org
In subject line put PROPERTY BOUNDARY and RIPARIAN FENCE BID

1. BASE BID

Bid Proposal will be evaluated based on **Total Base Bid**. After determining the lowest bidder based on the Total Base Bid, District may elect to enter into a contract for the Base Bid, and/or may elect to delete or add work based on unit pricing submitted herein.

Base Bid

Item No.	Item Description	QTY.	Unit	Unit Price	Extension
<u>1.</u>	Installation of approximately 1,300 feet of 12.5 gauge high tensile 2"x4" mesh goat fence		FT		
<u>2.</u>	Installation of approximately 400 feet of 4 strands of double, 12.5 gauge, Class 3, high tensile barbed wire and one strand of 12.5 gauge, Class 3, high tensile smooth wire		FT		
<u>3.</u>	Installation of one 14' galvanized vehicle gate		EA		
<u>4.</u>	Installation of one 12' galvanized vehicle gate		EA		
<u>5.</u>	Installation of two metal pedestrian gates		EA		

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

<u>6.</u>	Installation of one 12’ pipe livestock vehicle gate		EA		
<u>7.</u>	Galvanized Pipe H-braces		EA		
<u>8.</u>	Galvanized Pipe Leg Braces		EA		
<u>9.</u>	Steel “T”- Posts		EA		
		TOTAL BASE BID			\$
	Bidder’s Proposed Duration for Completion of the Work				

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

FULLY EXECUTED at: _____
City State

on _____
Month Day Year

Signature¹ _____ Title _____

Name (please type or print) _____

Federal Employer I.D. Number _____

License Type _____

License Number _____

Expiration Date _____

DIR Number _____

Name of Firm _____

Mailing Address _____

City _____ State _____ Zip _____

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

Phone (Bus)_____ Phone (Cell) _____

Email _____

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

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

**LEVEL THREE
CONTRACT INFORMATION SHEET**

1. Name of Project: Property Boundary and Riparian Fence for San Gregorio Creek
 Conservation Easement
 La Honda Creek Open Space Preserve
 San Mateo County, California
2. Project Description: Construct new boundary and riparian fence
 5710 La Honda Road, San Gregorio, California 97074
3. Working Days to
 Complete: Twenty-one
4. License(s): Fence Contractor C-13 or General Contractor "B"
5. District Representative: Susan Weidemann

Date: xx/xx/xx

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

MIDPENINSULA OPEN SPACE DISTRICT
PROPERTY BOUNDARY FENCE
5870 LA HONDA ROAD
CONSERVATION EASEMENT RIPARIAN FENCE
5354 LA HONDA ROAD
LA HONDA, CA



ENTRANCE

DISTRICT EVENT CENTER

84

14 FT.
DRIVE GATE

New Property
Boundary Fence

12 Ft. Drive Gate

New
Livestock Fence

POST PROPERTY

PEDESTRIAN
GATE

New Riparian
Fence

PEDESTRIAN
GATE

New Riparian
Fence

12 FT.
DRIVE GATE

OLD
FENCING
TO BE REMOVED

OLD
FENCING
TO BE
REMOVED

272 ft

© 2018 Google

Google Earth

AGREEMENT

Level Three

1. Project Name: Property Boundary and Riparian Fence for San Gregorio Creek Conservation Easement

2. Parties.

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

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”):

1. Construct a new riparian protection fence (goat fence specification) on the neighboring Vida Verde property lying along the north side of San Gregorio Creek and adjacent to the western boundary of the District Event Center and install one vehicle gates and two pedestrian gates as shown in on the attached map (pink). This fence line measures approximately 1300 linear feet.
2. Construct a new boundary fence (goat fence specification) along the westerly property boundary between the District Event Center and the Vida Verde property including one vehicle gate as shown on the attached map (yellow). This fence line measures approximately 400 linear feet. Reconfigure fencing/gate at the junction of the new boundary fence and the current riparian fence on the District Event Center. Install regular livestock fencing as shown on the attached map (blue).
3. Construct new livestock fence and install one vehicle gate (approximately 75 linear feet of fence) adjacent to the District Event Center Equestrian barn as shown on the attached map (blue).
4. Hand remove old riparian fence and dispose of properly. The old riparian fence is shown on the attached map (red).
5. A District-provided bio monitor will be onsite to perform a pre-construction survey and to monitor the removal of the old riparian fence.

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

Contractor's bid is attached hereto and incorporated herein as Exhibit "6". In the event of any contradiction between the Contractor's bid and this Agreement, this Agreement shall prevail. Click here to enter text.

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 \$Click here to enter text. Any additional charges related to unforeseen repairs in an amount not exceeding \$Click here to enter text shall be approved in advance by District Representative. Including contingency amounts (if any) the total not to exceed amount of this contract is \$Click here to enter text. 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 Click here to enter text. 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

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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.

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 (Exhibit 2) in the amount of the Contract price, guaranteeing the faithful performance of the Contract, and a Payment Bond (Exhibit 1) 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.

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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 C13 Fencing Contractor; General Contractor “B”.

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. 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.

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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, statutes, 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

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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 day’s 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.

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

DIR Number

Fully executed at Los Altos, California

Midpeninsula Regional Open Space District, by:_____

Ana M. Ruiz
Acting General Manager

Telephone: (650)691-1200

Date : _____

Agreement approved as to form:

Attest:

Hilary Stevenson
Acting General Counsel

Jennifer Woodworth
District Clerk

Exhibit 1
LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and
_____ as Surety or Sureties, hereinafter called Surety,
are held firmly bound unto the Midpeninsula Regional Open Space District, hereinafter called
Obligee, for the use and benefit of all persons and laborers of every class performing any work or
labor upon or bestowing skill or other necessary services or furnishing materials, provisions,
provender or other supplies to be used or consumed in, or furnishing equipment or power
contributing to the work described in the agreement hereinafter mentioned, or in any alteration,
modification or extension thereof, which persons and laborers are hereinafter called Claimants,
in the amount of (spell amount) _____

_____ (\$ _____), for
which payment, well and truly to be made, Contractor and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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.

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.

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

Exhibit 2
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall well and faithfully keep and perform all the covenants and agreements of Contract, and all alterations, modifications, and extensions thereof, by the Contractor to be kept and performed, and shall fully complete all of the work described in the Contract, and all alterations, modifications, and extensions thereof, and shall save and hold harmless the district from any and all loss of damage arising out of the failure of the Contractor and/or any and all subcontractors, to fulfill the Contract, and all alterations, modifications and extensions thereof, and shall fully reimburse and pay to the District all outlay and costs which the District may incur in making good any default of the Contractor and/or subcontractors, and in replacing and/or making good any defective material or faulty material or workmanship in the work of the contractor and/or any and all subcontractors, which may be discovered within one year subsequent to the completion and acceptance of the work provided for in the contract, then the above obligation shall be void; otherwise, it shall be and remain in full force and effect. It is expressly covenanted and agreed by and between the Contractor and the Surety that the liability of the Contractor and the Surety shall at all times, and under all circumstances, be co-extensive, and that the Surety shall not be discharged, released or exonerated from liability under this bond, in whole or in part, by an alteration and/or modification of the contract, whether notice hereof is given the Surety or not, and that the surety shall be bound thereby, and also bound by any departure or deviation on the part of the District from the terms of the Contract. It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties, bind themselves in the above stated sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of them, and for all other purposes each Surety binds itself, jointly and severally with the Contractors for the payment of such above stated sum only to the 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.

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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

Attorney-in-Fact

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

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.

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid

**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: _____

Boundary and Riparian Fence
5870 La Honda Rd
Request for Bid