



Bid Package – ISSUED FOR BID Big Dipper Ranch – Pasture 1 - Fence Installation

Skyline Ridge Open Space Preserve San Mateo County, California

Issue Date: October 3, 2016
Question/Answer End Date: October 11, 2016
Bids due: October 20, 2016

To: Midpeninsula Regional Open Space District
Attn: Elaina Cuzick
330 Distel Circle
Los Altos, CA

Point of Contact:
Elaina Cuzick, Real Property Specialist
(650) 691-1200
ecuzick@openspace.org

Date: October 4, 2016

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A. PROJECT NARRATIVE

A. Project Narrative

Project Description

The purpose of this project is to provide the installation of a new barbed wire livestock fence on the perimeter of Pasture 1 at the Big Dipper Ranch in the Skyline Ridge Open Space Preserve. The fence is designed to prevent livestock traveling from Pasture 1 into the neighboring Portola Heights neighborhood along Skyline Boulevard. Installation of the perimeter fence will be in two phases as discussed in the project schedule below and identified in the Project Map.

The contractor agrees to furnish all labor, materials, services, and equipment necessary to accomplish the following project as more specifically set forth herein (the “Work”):

The scope of work shall include the installation of approximately 3,700 linear feet of a new 5-strand barbed wire livestock fence. See fence specifications below. One 14’ medium weight livestock pipe gate will be installed as identified in Project Map.

Fence Specifications:

- Consistently 54” tall to exclude cattle
- 5 strands, upper 4 strands barbed, lower strand smooth
- At least 12” between the top two wires
- At least 16” between the bottom wire and the ground
- Use of 6.5 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
- Braces must be 2-7/8” galvanized schedule 40 or steel pipe
- Posts at 16 foot intervals with stays every 8 feet
- ‘Dead Man’ anchors installed as needed
- New fence line must be tied into existing fence lines present at the site

Project Location

The Big Dipper Ranch property is located at 5575 Alpine Road, La Honda 94020, in the County of San Mateo, California.

Project Schedule

Award of Contract is anticipated to occur on October 26, 2016. On site activities are anticipated to begin on November 8, 2016 after contractor has obtained all requisite permits and complied with all pre-construction submittal requirements. On site construction activities are anticipated to take approximately 3 weeks. Priority fencing should be installed for Phase I prior to Phase II sections of fencing (see Project Map). Depending on weather conditions construction

may be completed by November 30, 2016 or may be suspended until April 15, 2017. District project manager will determine if construction should be suspended. Additionally, vehicles used to deliver crew and supplies may need to be All Terrain Vehicles (ATVs) depending on weather conditions. Contractor shall ensure that ATVs are operated by licensed drivers with appropriate safety and personal protective equipment.

Project Budget

Total project cost has been estimated to be approximately \$45,000 to \$55,000.

B. BIDDING DOCUMENTS

1. Invitation to Bid

Notice Is Hereby Given that the Midpeninsula Regional Open Space District will receive bids at the Office of the Midpeninsula Regional Open Space District, 330 Distel Circle, Los Altos, CA **on or before Thursday, October 20, 2016 at 10 a.m.** for the furnishing of all labor, materials and services required for the following designated scope of work:

1. Project:

Big Dipper Ranch – Pasture 1 – Fence Installation

2. Scope of Work:

The contractor agrees to furnish all labor, materials, services, and equipment necessary to accomplish the following project as more specifically set forth herein (the “Work”):

The scope of work shall include the installation of approximately 3,700 linear feet of a new 5-strand barbed wire livestock fence. See fence specifications below. One 14’ medium weight livestock pipe gate will be installed as identified in the Project Map.

Fence Specifications:

- Consistently 54” tall to exclude cattle
- 5 strands, upper 4 strands barbed, lower strand smooth
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- 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
- Braces must be 2-7/8” galvanized schedule 40 or steel pipe
- Posts at 16 foot intervals with stays every 8 feet
- ‘Dead Man’ anchors installed as needed
- New fence line must be tied into existing fence lines present at the site

REQUIRED LICENSE: C-13 Fencing, or General (“B”).

On site construction activities are anticipated to take approximately 3 weeks. Phase I fencing shall be installed prior to Phase II sections of fencing (see Project Map). Depending on weather conditions, construction of both phases may be completed by November 30, 2016; alternatively, construction may be suspended at any time (ideally after completion of Phase I) and commenced on or after April 15, 2017. District Representative in his/her sole discretion will determine if and when construction is suspended.

Additionally, vehicles used to deliver crew and supplies may need to be All Terrain Vehicles (ATVs) depending on weather conditions. District Representative in his/her sole discretion will determine if ATVs are needed.

All vehicles used on the Project site must be company vehicles covered by company insurance; must be in good functioning order; must have functional 4-wheel drive with adequate clearance for off road use; and tires must have minimum 3/32" tread. All occupants must wear seatbelts. Contractor shall have an ATV available on site during winter and early spring and shall not drive on interior ranch roads until cleared to do so by the District. Contractor warrants that personnel using its ATV have received applicable safety training and will utilize safety equipment appropriate to the use of the vehicle. Contractor shall operate vehicles at appropriate speeds within the preserves: 15 mph maximum and 5 mph when passing pedestrians, bicycles and horses.

Complete project information is contained within the project Bid Package, which is available online, at the office of the District, and at local Builders Exchanges. Please visit the District's Request for Bids page at http://www.openspace.org/news/request_for_bids.asp.

Mandatory Pre-Bid Site Tour by appointment only. Please contact Elissa Martinez at 650-691-1200 before Friday, October 7, 2016 at 4 p.m. if you wish to schedule an appointment to tour the site.

For additional information, contact Elaina Cuzick, Project Manager, Midpeninsula Regional Open Space District, 330 Distel Circle, Los Altos, CA 94022-1404; (650) 691-1200.

2. Instructions to Bidders

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

1. CONTRACT DOCUMENT AVAILABILITY

Each bid proposal shall be made in accordance with the Bid Package documents on file, included in this package, and available for inspection by the end of **the day on October 3, 2016** at the District website at http://www.openspace.org/news/request_for_bids.asp and at the locations below:

Builders Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 408.727.4000 408.727.2779 fax www.bxscco.com kf@bxscco.com nf@bxscco.com	Peninsula Builders Exchange 735 Industrial Road #100 San Carlos, CA 94070 650.591.4486 650.591.8108fax support@constructionplans.org	Santa Cruz County Builders Exchange 10656 Industrial Ave., Suite 160 831.854.7094 admin@santacruzexchange.com www.exchangeplanroom.com
Bay Area Builders Exchange 3055 Alvarado Street San Leandro, CA 94577 510.483.8890 510.352.1509 fax www.beac.com info@bayareabx.com	The San Francisco Builders Exchange 850 S. Van Ness San Francisco, CA 94110 415.282.8220 415.821.0363 fax www.bxofsf.com deanna@bxofsf.com	

Electronic copies of the Bid Package are available and may be downloaded from the following link: http://www.openspace.org/news/request_for_bids.asp

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

2. MANDATORY PRE-BID MEETING INFORMATION

All bidders must attend the mandatory pre-bid meeting which will be held at **10:00 a.m. on October 10, 2016**. Participants will meet at the residence on the Preserve. **To receive directions to the meeting location and notice of any weather delays, bidders must RSVP to Elissa Martinez at 650-691-1200 by 4:00 p.m. on October 7, 2016. Due to logistical constraints, a**

maximum of 2 representatives per company will be permitted. The meeting will include a tour of the project site. Attendance for both the *entire* meeting and tour are mandatory and will require a minimum of 1 hour, not including your travel time to the meeting location. **Bidders arriving at the meeting location after 10:15 a.m. will not be able to enter the property and noted as absent.** Bidders should wear suitable footwear and dress appropriate for the open space conditions. Extreme weather conditions or other unforeseen conditions could cause the tour to be **cancelled and re-scheduled.** **You will be sent an e-mail the afternoon before the pre-bid meeting if it is cancelled.** The District will provide water, but attendees should bring their own food.

3. TENTATIVE PROJECT SCHEDULE

September 28, 2016	Request For Bids released
October 3, 2016	Bid Package Available
October 7, 2016	RSVP for tour is mandatory and must be completed by 4:00 p.m.
October 10, 2016	Mandatory Pre-Bid Tour 10 a.m.
October 11, 2016	End of day - Deadline for Bidders to pose questions.
October 13, 2016	Final Addendum to Bid Package issued
October 20, 2016	Bid Opening, 10:00 a.m., 330 Distel Circle, Los Altos, CA, 94022
October 26, 2016	Award of Contract by District Board of Directors Regular Meeting, begins at 7:00 p.m.
October 27, 2016	Written Notice of Award of Contract
November 7, 2016 – November 8, 2016	Execute Agreement. Must have Labor and Materials Payment Bond, Performance Bond, and Proof of Insurance. Pre-Construction Meeting. Submittals and mobilization. Written Notice to Proceed issued by District
November 30, 2016	Project Close Out & Notice of Completion (depends on weather)

4. BID PROPOSAL GENERAL REQUIREMENTS

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

Examination of Site. Attention is directed to Bidder's obligation to examine the Work site; compare the site with the Plans and Specifications; determine any site variation that affects the Bid; and investigate the conditions of existing clearances, restrictions, or limitations that affect

access to the Work. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

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

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

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

Form and Delivery. The Bid Proposal must be submitted on the Bid Proposal form supplied with these instructions. Alterations to the printed text are not permitted. **Every blank on the enclosed Bid Proposal form should be filled out completely (or provided in another format). Either cross out or insert "N/A" in the blanks that are not applicable. Bid Proposals containing blanks may be disqualified, at the District's sole discretion.** The Bid Proposal must be delivered (with enclosures, if any) to the following address, in a sealed envelope marked "Big Dipper Ranch – Pasture 1 – Fence Installation":

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

Bid Proposals will be received only at the address identified above. If the Bid Proposal is mailed via the United States Postal Service, it must be sent by certified or registered mail, return receipt requested; if sent by courier or commercial carrier, it must have a tracking number or proof of receipt, and be received by the District prior to **10 a.m. October 20, 2016. Bid Proposals will not be accepted via fax or email.**

5. Bid Proposal Opening Information. Sealed Bid Proposals shall be publicly opened at **10:00 a.m. on October 20, 2016. Any Bid Proposal not delivered before the time set for the opening of bids will be returned unopened. Incomplete Bid Proposals may result in bid rejection, in District's sole discretion. Bid Proposals are expected to be presented to the Board of Directors of the District at their regular meeting on October 26, 2016. The Board will take formal action at that time to determine**

whether, and to whom, to award the contract.

6. BID SUBMITTAL

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

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

- Bid Proposal
- List of Subcontractors
- Noncollusion Affidavit
- Bid Bond

7. BID NON-REVOCABLE

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

8. BID GUARANTEE

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

9. NONCOLLUSION AFFIDAVIT

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

10. LICENSE REQUIREMENTS

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 the Agreement for the Work. The License required for this agreement is C-13 Fencing.

11. INELIGIBLE CONTRACTORS

No contractor or subcontractor who is ineligible to Bid on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code may Bid or work on the Big Dipper – Pasture 1 – Fence Installation Project.

12. BOND AND INSURANCE REQUIREMENTS

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

13. PREVAILING WAGES

As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this 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>.

14. NON-DISCRIMINATION

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

15. RESPONSIBLE BIDDER

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

16. RESPONSIVE PROPOSAL

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

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

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

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

- Qualifications and appropriate licensing of assigned personnel & listed subcontractors
- Ability to perform work within the specified project schedule and budget
- Proposed fee and overall cost effectiveness of the bid
- Experience completing similar work

17. RIGHT TO REJECT BIDS

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

18. WITHDRAWAL OF BIDS

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

19. BID PROTESTS

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

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

20. BASIS OF CONTRACT AWARD

Definitions:

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

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

- (a) If the lowest **Total Base Bid** is equal to or less than the **Project Budget** (as stated in *Instructions to Bidders*), the contract will be awarded to that Bidder;
- (b) If the lowest **Total Base Bid** is greater than the **Project Budget**, that Bidder may be awarded the contract, or, all Bids may be rejected, at the sole discretion of the District;
- (c) The District reserves the right to reject any or all of the Bids at its sole discretion.

21. NOTICE OF AWARD

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

3. Location Map of Bid Opening



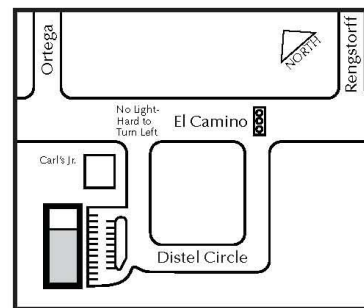
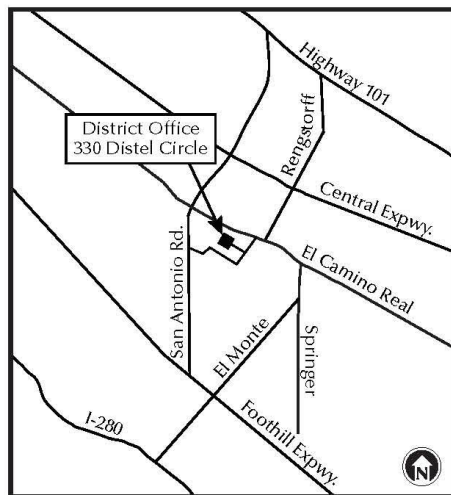
Midpeninsula Regional
Open Space District

Directions to the Administrative Office

330 Distel Circle, Los Altos, CA 94022
Phone: 650.691.1200

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

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



Updated 3.1.09

C. BID FORMS

1. BID PROPOSAL FORM

(To be executed by Bidder and Submitted)

Project Name: Big Dipper Ranch – Pasture 1 – Fence Installation
Location: Skyline Ridge Open Space Preserve
Budget Code:
Scope of Work: Installation of a new barbed wire livestock perimeter fence

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

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

Addendum No. _____, dated _____, 20_____,
Addendum No. _____, dated _____, 20_____,
Addendum No. _____, dated _____, 20_____.

1. BASE BID

Bid Proposal will be evaluated based on **Total Base Bid**. The Base Bid, as described below, is for galvanized pipes. The Bid Alternate is for the same fence constructed with steel pipes. After determining the lowest bidder based on the Total Base Bid, District may elect to enter into a contract for the Base Bid, or the Bid Alternate, 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 3,700' of barbed wire livestock fence		LS		
<u>2.</u>	Installation of one 14' livestock pipe gates		EA		
<u>3.</u>	Galvanized Pipe H-braces		EA		
<u>4.</u>	Galvanized Pipe Leg Braces		EA		

	SUB –TOTAL	\$
	TOTAL BASE BID	\$
Bidder's Proposed Duration for Completion of the Work		_____calendar days

Bid Alternate: Steel pipe braces

Item No.	Item Description	QTY.	Unit	Unit Price	Extension
<u>1.</u>	Installation of approximately 3,700' of barbed wire livestock fence		LS		
<u>2.</u>	Installation of one 14' livestock pipe gates		EA		
<u>3.</u>	Steel Pipe H-braces		EA		
<u>4.</u>	Steel Pipe Leg Braces		EA		
	SUB –TOTAL			\$	
TOTAL BID ALTERNATE				\$	
Bidder's Proposed Duration for Completion of the Work (Bid Alternate)					_____calendar days

*** Contractor is responsible for completing their own take-offs to determine actual size / quantity to inform their total base bid price.**

2. UNIT PRICES

Unit Prices shall be used for adding or deleting work at the sole discretion of the District Representative, and may be exercised at any time during the execution of the Work.

Item No.	Description of Item	Unit	Unit Price
1.	Fence installation (labor and materials, except braces and gates)	LF	
2.	Galvanized Pipe H-brace (labor and	EA	

	materials)		
3.	Steel Pipe H-brace (labor and materials)	EA	
4.	Galvanized Pipe Leg braces (labor and materials)	EA	
5.	Steel Pipe Leg braces (labor and materials)	EA	
6.	14' Livestock Pipe Gates	EA	

3. **EXPERIENCE.** List three recently (within last 5 years) completed jobs of comparable scope, the contract amount, names, and telephone numbers of contract officers. Use additional sheets as necessary.

Job/Project Name _____

Owner _____ Year _____ Contract Amt \$ _____

Contact _____ Phone _____

Project Description _____

Job/Project Name _____

Owner _____ Year _____ Contract Amt \$ _____

Contact _____ Phone _____

Project Description _____

Job/Project Name _____

Owner _____ Year _____ Contract Amt \$ _____

Contact _____ Phone _____

Project Description _____

4. **NONCOLLUSION CERTIFICATION.** The undersigned has executed and hereby submits the Noncollusion Affidavit (Attachment 3), in accordance with Public Contracts Code Section 7106.

5. **BID GUARANTEE.** No Bid will be considered unless accompanied by a guarantee in the amount of ten percent (10%) of the Total Base Bid), which shall be either a **BID BOND** (Attachment 4) written by an admitted surety satisfactory to the District in its sole discretion, a certified or cashier's check made payable to the District, or a cash deposit. In the event a successful bidder fails to satisfy all conditions for accepting the award (i.e. executed Agreement, provision of required bonds and proof of insurance) within the stated time limits, the District may declare the bidder's Bid Guarantee in default. Bidder acknowledges that the amount of actual damages the District would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that the amount of such Bid Guarantee shall be kept by the District as liquidated damages and agrees that the District may then award the work to any other bidder or may call for new bids. All Bid Guarantees will be held until after an award is made, an Agreement entered into, and required bonds and proof of insurance provided, at which time they will be returned.

6. **DISCLOSURE.** The names of all persons financially interested in this Bid Proposal are as follows:
 - If Bidder, or any partner of Bidder, is a corporation, provide the legal name of the corporation, the state of its incorporation and the name and address of the President and of the Secretary. If Bidder is a partnership, provide name of the firm and names and addresses of all individual co-partners. Use additional sheets as necessary. If Bidder is an individual, provide the first and last name and address.

Name of Corporation: _____

State of Incorporation:

Name of Officer/Shareholder Title Address

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

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

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

FULLY EXECUTED at _____,
City State

on _____,
Month Day Year

Signature¹ _____ Title _____

Name (please type or print) _____

Federal Employer I.D. Number _____

License Type _____

License Number _____ Expiration Date _____

Name of Firm _____

Mailing Address _____

City _____ State _____ Zip _____

Phone (Bus) _____ Phone (Cell) _____

Email _____

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.

2. LIST OF SUBCONTRACTORS
(To be executed by Bidder and Submitted with Bid)

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

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

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

State of California

County of _____

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

Signature _____ Title _____

Date _____

4. BID BOND

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal is about to hand in to the Obligee a Bid for the project known as **McDonald Ranch Fence Installation** in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting proposals therefore.

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

IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this day of _____, 2014.

Signature of Principal Signature of Surety

Attorney-in-Fact
State of California,

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature

Seal



D.1 AGREEMENT

Big Dipper Ranch – Pasture 1

**Windy Hill Open Space Preserve
San Mateo County, California**

October 4, 2016

AGREEMENT Level Two

1. Project Name: 5575 Alpine Road, La Honda – Pasture Perimeter Fence

2. Parties.

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

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

3. Scope of Work.

Contractor agrees to furnish all labor, materials, services, and equipment necessary to accomplish the following project as more specifically set forth in Exhibit A:

[Attached hereto as **Exhibit A**—] **[NOTE: Consider attaching contractor’s written estimate]**

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.** 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 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. 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. Contractor warrants that personnel using all-terrain vehicles have received applicable safety training and will utilize safety equipment appropriate to the use of the vehicle. Contractor shall operate vehicles at appropriate speeds within the preserves: 15 mph

maximum and 5 mph when passing pedestrians, bicycles and horses.

11. 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.

12. Licensing.

Under California Business and Professions Code §7000 through § 7145, commonly known as the "Contractor's License Law", Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of this Agreement. The License required for this Agreement is [Click here to enter text.](#)

13. District Representative.

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

14. Prevailing Wages.

As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this Agreement. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training. Copies of the prevailing wages are on file at the District Administrative Office, 330 Distel Circle, Los Altos, CA 94022 and available online at www.dir.ca.gov/dlsr.

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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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

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

Stephen E. Abbors, General Manager

Telephone:

Date :

Agreement approved as to form:

Attest:

Sheryl Schaffner
General Counsel

Jennifer Woodworth
District Clerk

Exhibit A
Include Bid Form Here



D.2 GENERAL CONDITIONS Of the Agreement

Big Dipper Ranch – Pasture 1 – Fence Installation

**Skyline Ridge Open Space Preserve
San Mateo County, California**

October 27,2016

Exhibit 1
LABOR AND MATERIALS PAYMENT BOND

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

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

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

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

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.

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

Contractor Name Surety

Contractor Signature Attorney-in-Fact

Exhibit 2
PERFORMANCE BOND

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

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

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

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

It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties, bind themselves in the above stated sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of them, and for all other purposes each Surety binds itself, jointly and severally with the Contractors for the payment of such above stated sum only to the extend of the amount set forth opposite the Surety's name in Appendix A to the bond, which Appendix A is attached hereto and by this reference made a part hereof.

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

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

_____ day of _____, 20____.

ContractorSurety

SignatureAttorney-in-Fact

Exhibit 3
WORKERS' COMPENSATION CERTIFICATE
Labor Code Section 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Date

Exhibit 4
PROPOSED CHANGE ORDER REQUEST TEMPLATE

Proposed Change Order No. _____

Project _____

Contractor _____ ***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		

_____ Date: _____
Contractor

_____ Date: _____
District Representative

E. PROJECT MAP

