



## MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens  
570 West Avenue Twenty-six, Suite 100  
Los Angeles, California 90065  
Phone (323) 221-9944 Fax (323) 221-9934

### 01 00 01 NOTICE INVITING BIDS

Project Name: **5750 Ramirez Canyon Road, Malibu, CA 90265**  
**Ramirez Cyn. Art Deco House Roofing Repairs**

#### Type of Work:

This project includes but is not limited to: The furnishing of all labor, materials, equipment, services and incidentals necessary for Work, as indicated in the Contract Documents, for the Ramirez Canyon Art Deco House Roofing Repairs project located at 5750 Ramirez Canyon Road, Malibu, CA 90265. Work consists of:

Full replacement of roof, roof drains, rain gutters, and piping in a two-story flat seam roof residential building, approximately 4,015 sq. ft. Contractor is required to obtain all necessary permits before beginning work. MRCA will be separately contracting for skylight replacement in conjunction with this work.

The contract is required to be completed within the time stated in the Contract Documents.

The Mountains Recreation and Conservation Authority, a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, requests bids for the above referenced project, complete and in place at 5750 Ramirez Canyon Road, Malibu, CA. 90265. At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a C-39 roofing contractor license issued by the State of California and be registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Failure to be so licensed may result in legal penalties. The successful Contractor and their subcontractors shall immediately obtain business licenses from the City or County in which the work is to be performed if necessary, and fees for this will be paid by the Contractor.

#### Schedule:

Sealed bids will be accepted until 3:00 p.m. on November 22, 2019 in the main office of the Mountains Recreation and Conservation Authority at 570 W. Avenue 26, Suite 100, Los Angeles, CA, 90065, and will be opened and publicly read at that time.

Bidders must register at the mandatory Bidder's conference, held at 10:00 a.m. on November 14th, 2019 at the project site, 5750 Ramirez Canyon Road, Malibu, CA. 90265. The nearest cross street is Delaplane Rd. Please call Julien Buenaventura at 323-221-9944 x104 for further information. All potential bidders shall attend this pre-bid meeting to become registered. Failure to do so may result in rejection of bid. Prospective bidders must register in order to receive notice of Addenda.

All Requests for interpretation and questions should be submitted to Julien Buenaventura at (323) 221-9944 ext. 104 or [julien.buenaventura@mrca.ca.gov](mailto:julien.buenaventura@mrca.ca.gov) by 3:00 p.m. November 15th, 2019.

**Additional Requirements:**

For all contracts exceeding \$25,000, the successful bidder will be required to furnish a performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the Owner. All bonds must be issued by a California admitted surety insurer. The substitution of securities for withheld contract funds is permitted to the extent provided by California and federal law, if applicable.

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful bidder will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file with the Mountains Recreation and Conservation Authority and will be made available upon request. This project is a public works project, as defined in Labor Code Section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. MRCA has adopted a Labor Compliance Program, which states that construction contracts under \$25,000 and maintenance contracts under \$15,000 will not be subject to prevailing wages.

The MRCA reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received.

Published:  
*Daily News*, November 1, 2019

END OF SECTION

## **01 00 02 - INSTRUCTIONS TO BIDDERS**

### **A. RECEIPT AND OPENING BIDS**

1. The Mountains Recreation and Conservation Authority (herein called MRCA) invites written bids for 5750 Ramirez Canyon Road, Malibu, CA 90265, Ramirez Canyon Art Deco House Roofing Repairs, hereinafter referred to as ("Project"). All bids must be submitted in sealed envelope addressed to:

Mountains Recreation and Conservation Authority  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065  
Attention: Julien Buenaventura

bearing on the outside the name of the bidder, address and marked "Bid for Ramirez Canyon Art Deco House Roofing Repairs."

2. Bids are due in the MRCA's office at the time and date set in the Notice Inviting Bids. Bids will be opened publicly at that time. Late bids will not be accepted.
3. The bids will be reviewed by the MRCA and action taken within fourteen (14) days of receipt of bids. A Notice of Intent to Award Bid will be distributed to bidders within that time. Bid will be awarded to the lowest responsive and responsible bidder as determined by MRCA, for the base bid.

### **B. QUALIFICATIONS**

1. At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a C-39 roofing contractor license issued by the State of California
2. The bidder must have attended and signed-in and signed-out of the mandatory pre-bid conference, unless attendance is waived by MRCA.

### **C. BIDDER'S CONFERENCE**

1. On site bidder's conference will be held at the date and time specified in the Notice Inviting Bids. All potential bidders shall attend this pre-bid meeting. Failure to do so shall result in the rejection of bid. Those who have previously visited the site within the last 45 days may request a waiver of this requirement.
2. If a second site conference is scheduled, potential bidders who attended the first site conference do not need to attend if the scope of the project has not changed.

### **D. PREPARATION OF BID**

1. Prospective bidders must register with MRCA in the manner and by the time and date stated in the Notice Inviting Bids.
2. Bids must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in blue or black ink, in both figures and words where indicated.

- i. In case of discrepancy, the amount written in words shall govern.
  - ii. Interlineations, alterations and erasures must be initialed by the signer of the bid on all pages submitted.
  - iii. If there is no bid item on the form for a particular item of work, full compensation for such work shall be considered as included in the prices bid for other items of work.
  - iv. In case of unintelligible figures, ambiguities or discrepancies between unit costs, item subtotals, and/or total amount bid, and the value of items therefore cannot be calculated, the bid shall be found to be irregular and rejected as non-responsive.
  - v. In case of discrepancy between total cost of items listed and the total base bid amount, the amount listed as total base bid amount on page 1 of the Bid Submission Form shall govern.
3. Conditional bids will not be accepted except for specific requested alternates.
  4. The MRCA reserves the right to reject any bid improperly prepared or which does not contain all information required as indicated.
  5. If required, permit fees will be paid by Contractor directly at the time the Contractor pulls the permit and reimbursed by Owner. All other fees shall be included in the contract price for this work.

#### E. LIST OF SUBCONTRACTORS AND SUPPLIERS

1. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 *et seq.*) and any amendments thereof, each Bidder shall set forth: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Trade Contractor, who will perform work or labor or work or improvement to be performed under this Trade Contract, or a subcontractor licensed by the State of California who, under subcontract to the Trade Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Trade Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Trade Contractor shall list only one subcontractor for each such portion as is defined by the Trade Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Trade Contractor fails to specify a subcontractor, or if a Trade Contractor specifies more than one subcontractor for the same portion of work to be

performed under the Contract in excess of one-half of one percent of the Trade Contractor's total bid, the Trade Contractor shall be deemed to have agreed that the Trade Contractor is fully qualified to perform that portion, and that the Trade Contractor alone shall perform that portion of the Work.

No Trade Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

2. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.
3. Additionally, the bidder shall identify the dollar value of each subcontract and upon execution of a contract with MRCA, the successful bidder shall submit copies of all agreements with subcontractors and suppliers to MRCA.
4. MRCA reserves the right to disapprove the use of any such proposed subcontractor or supplier and in such an event, the bidder shall submit another subcontractor or supplier in like manner within the time specified by the MRCA. These submittals and approvals shall be repeated if any changes are made during the course of construction.

#### F. ADDENDA AND INTERPRETATIONS

1. No interpretation of the meaning of the Contract Documents will be made to the bidder orally. Every request for such interpretation should be in writing addressed to the MRCA or MRCA's designated representative.
2. All requests for interpretation and questions must be submitted to MRCA in the manner and by the date and time stated in the Notice Inviting Bids.
3. All such interpretations and any supplemental instruction will be in the form of written addenda to the specifications.
4. These addenda will be distributed to all registered prospective bidders. All addenda so issued shall become part of the Contract Documents. When possible, addenda will be e-mailed to bidders with return receipt.

5. Bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and Bidder shall acknowledge their receipt in the bid.
6. No substitutions will be considered prior to award of Contract.

#### G. OBLIGATION OF BIDDER

1. Each bidder must inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions set forth in the bid. Each bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with the plans, specifications, and other contract documents, including all addenda. The Contractor is responsible for all quantities and materials required to perform the work in accordance with the Contract Documents.
2. The failure and omission of any bidder to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to this bid.
3. Attached hereto is the Owner's Standard Agreement. At the time of the awarding of the bid, each bidder will be presumed to have read the document and accept the terms and conditions as specified, including all attached exhibits.
4. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.
5. The MRCA will require that the successful bidder submit a complete breakdown of their bid within a time specified by MRCA.

#### H. TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" issued by MRCA and to fully complete improvements within the term of the agreement and according to the Schedule of Work. Bidder must agree also to pay liquidated damages as specified in the agreement for each consecutive calendar day thereafter.

Liquidated damages amount: \$250.00 per day

#### I. RULES AND LAWS IN EFFECT

1. Bidder's attention is directed to the following factors in this project:
  - a. Competitive bidding is required.



b. Change orders must be approved.

c. All Federal, State or other laws, orders, rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full, including compliance with the Civil Rights Acts of 1964 and Executive Order no. 11246.

d. The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member that has discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

## J. BID PROTEST

1. Non-responsive bidders are not entitled to refute the decision of the MRCA. A non-responsible bidder will be given the opportunity to provide written evidence and argument to refute the MRCA's decision.

a. The bid protestor must submit a bid protest accompanied with written evidence and argument refuting the MRCA's decision by 4:00 p.m. on the fifth calendar day from the date of the Notice of Intent to Award Bid, to the address for bid submittals specified in the Notice Inviting Bids. If the bid protestor does not meet this deadline by timely submitting written evidence and argument with the bid protest, the party initially designated to receive the award will be declared as the lowest responsive and responsible bidder and MRCA will immediately award the contract to that party.

b. In the event of receipt of a timely bid protest accompanied with written evidence and argument, the MRCA Project Manager and a committee appointed by the MRCA will consider the written evidence and argument to determine the merits of the protest and determine which party will be declared the lowest responsive and responsible bidder. The MRCA Project Manager and committee will make such determination within a reasonable time but with not more than seven (7) calendar days from the date MRCA received such evidence and argument. Thereafter, MRCA will send its Notice of Decision to the bid protestor and award the contract to the lowest responsive and responsible bidder. The right

to extend any deadline as set forth in this section is within the sole discretion of the MRCA.

#### K. VALUE ENGINEERING

1. Notwithstanding any other provision of law, the MRCA may use a negotiation process if it finds that one or more of the following conditions exist:
  - a. The business need, purpose or project related to a bid or contract can be further defined as a result of a negotiation process.
  - b. The business need, purpose or project related to a bid or contract is known by the MRCA, but a negotiation process may identify different types of solutions to fulfill this need.
  - c. The complexity of the need suggests a bidder's costs to prepare and develop a solicitation are extremely high.
  - d. The business need, purpose or project related to procurement is known by the MRCA but negotiation is necessary to ensure that the MRCA is receiving the best value or the most cost-efficient goods and services.
  - e. When it is in the best interests of the MRCA, the MRCA may negotiate amendments to the terms and conditions, including scope of work, of existing contracts for goods and services.
  - f. If the MRCA determines that such action is necessary, the MRCA will notify the low bidder of its intention to negotiate the contract after award of bid. Award of bid shall be made according to standard MRCA standards and practices.

#### L. INSURANCE

1. The successful bidder must provide proof of all required insurance as specified in the Agreement and herein.
2. General Liability: \$1,000.000 per occurrence; \$ 2,000.000 aggregate.
3. Automobile: \$1,000,000 per occurrence of bodily injury or property damage.
4. Workers Compensation: As required by California law.
5. The Contractor will be responsible for the deductible and documentation for any and all claims made on all policies.
6. The following entities shall each be named as Additional Insured:
  - i. Mountains Recreation and Conservation Authority
  - ii. Conejo Recreation and Park District
  - iii. Rancho Simi Recreation and Park District
  - iv. Santa Monica Mountains Conservancy
  - v. State of California

END OF SECTION



### **01 00 03 - BID SUBMITTAL CHECKLIST**

The following documents must be submitted with the bid package, completed in full and signed as required:

- Bid Submission Form and Schedule of Bid Items (See 01 00 04)
- Designation of Subcontractors/Suppliers and Bid Value on the Bid Submission Form Provided to include name, license number, address, description of work or supplies to be provided, and dollar value of each subcontract. (See Instructions to Bidders 01 00 02).
- Addenda Receipt on Contractor's letterhead (See Instructions to Bidders)
- Certificates of Insurance for all required policies (See Standard Agreement)
- Contractor Questionnaire
  - Reviewed or audited financial statement (see Questionnaire #4)
  - Notarized statement from admitted surety insurer (see Questionnaire #5)

END OF SECTION

**01 00 04 - BID SUBMISSION FORM AND SCHEDULE OF BID ITEMS**

**BID FORM FOR:** 5750 Ramirez Canyon Road, Malibu, CA 90265  
Ramirez Canyon Art Deco House Roofing Repairs

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065

BID FROM: \_\_\_\_\_  
(Name of Bidder)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Telephone)

DATE SUBMITTED: \_\_\_\_\_

A. Flat Seam Roof  
Base Bid: \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

B. Owner Allowance Two Thousand Five Hundred \$ 2,500.00

**Total Price (A+B) :** \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

Bidder understands and agrees that there is an allowance entitled Owner Allowance within the Total Price Submitted as listed above.

**Length of Work: 14 days from Notice to Proceed.**

The Bidders Schedule of Bid Items bid breakdown must be included. In order for a bid to be responsive, all listed alternates, unit prices, and daily rate figures must be quoted and correspond to bid amount.

Pursuant to, and in compliance with, the plans and/or specifications relating hereto, the undersigned contractor hereby proposes and agrees to perform, within the Contract Time stipulated, the Work, including all of its component parts; and to provide and furnish any and all labor, materials, tools, apparatus, facilities, expendable equipment and all utility and transportation services necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of plans and specifications in a workmanlike manner for the project located at 5750 Ramirez Canyon Road, Malibu, CA 90265 and acknowledges receipt of all addenda issued by the Mountains Recreation and Conservation Authority distributed prior to the date the bids were due, whether received by the undersigned.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the MRCA by a contract; if awarded to him, and agrees in such an event that the Drawings and other Contract Documents shall be deemed to be the "instruments of service" and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the best interest of the MRCA.

The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents and read the accompanying Instructions to Bidders, and hereby proposed and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Contract Documents in the time and manner therein prescribed for the price set forth in the following schedule. The bidder is responsible for all quantity take offs and accuracy of those calculations. The undersigned has checked all words and figures inserted in the bid submittal, and understands that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member with discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Signature \_\_\_\_\_

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

Title: \_\_\_\_\_

State Contractor's License Number and Classification Designation \_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_, California.

**LIST OF SUBCONTRACTORS AND SCHEDULE OF BID VALUES:**

Bidders shall complete and submit a Designation of Subcontractors and Bid Value Form listing the description of work, name, location of place of business, license type and bid value for each subcontractor equivalent to the awarded subcontractor amount similar to the form below. Additionally, for all self-performed work over 5% of the contract value, the Bidder shall list the portion of work and the equivalent value. It is not acceptable to list "Self Performed" work as a single line item. Each definable feature of work that is being self-performed must be listed separately. An electronic version will be provided to all registered bidders.

**DESIGNATION OF SUBCONTRACTORS AND BID VALUE FORM**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number)	Contract Value

Proper Name of Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature of Bidder Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature \_\_\_\_\_

**OBLIGATION TO SECURE WORKERS' COMPENSATION**

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 \_\_\_\_\_

END OF SECTION



## 010005 – SUMMARY AND SCOPE OF WORK

### 1.1 PROJECT INFORMATION

#### A. Project Identification

1. Name: Ramirez Canyon Art Deco House Roofing Repairs
2. Site Address: 5750 Ramirez Canyon Road, Malibu, CA 90265
3. Building Code: 2019 CBC/CMC/CEC/CPC with City amendments as applicable

#### B. Schedule

1. Anticipated Construction Start Date: **December 5, 2019.**
2. Anticipated Contract Length: **14** Calendar Days, including inclement weather days.
3. Contractor shall commence performance of the Work upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities and materials, work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the dates listed above.

### 1.2 WORK COVERED

#### A. The furnishing of all labor, materials, equipment, services and incidental necessary for Work. Work includes but is not limited to:

Full replacement of roof, roof drains, rain gutters, and piping on a two-story flat seam roof residential building, approximately 4,015 sq. ft. Contractor is required to obtain all necessary permits before beginning work.

MRCA will be separately contracting for skylight replacement in conjunction with this work. Contractor shall coordinate their work as necessary for the smooth execution of both projects.

#### B. The bid includes an Owner's Allowance for minor repairs that are not apparent at the time of the site visit. Use of the Owner's Allowance is at MRCA's sole discretion.

#### C. Contractor shall obtain the following permits: City of Malibu Building Permit

#### D. Warranties Required: Contractor shall obtain warranties or guarantees for the following items:

- a. Labor
- b. Manufacturer's warranty for roofing, gutters, drains and similar equipment

### 1.3 ACCESS TO SITE

#### A. Owner Operations



**MOUNTAINS RECREATION & CONSERVATION AUTHORITY**  
 Los Angeles River Center and Gardens  
 570 West Avenue Twenty-six, Suite 100  
 Los Angeles, California 90065  
 Phone (323) 221-9944 Fax (323) 221-9934

**CONTRACTOR QUESTIONNAIRE**

**PROJECT:** 5750 Ramirez Canyon Road, Malibu, CA 90265  
Ramirez Cyn. Art Deco Housing Roofing Repairs

**BIDDER INFORMATION**

Firm Name: \_\_\_\_\_ Check One:  Corporation  
 (as it appears on license)  Partnership

Sole Proprietor

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Email: \_\_\_\_\_

**Contractor's License(s) Information:**

Name of license holder: \_\_\_\_\_

License Classification and Code: \_\_\_\_\_

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

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

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

**If firm is a sole proprietor or partnership:**

Owner(s) of Company \_\_\_\_\_

\* \* \* \* \*

*I, the undersigned, certify and declare that I have read all the following answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.*

Dated: \_\_\_\_\_  
 (Name)

## PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

**Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”<sup>1</sup>**

**Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”<sup>2</sup> If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of qualification, any qualification issued will exclude the debarment period.**

1. Contractor possesses a valid and current California Contractor’s license for the project for which it intends to submit a bid.  
 Yes  No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.  
 Yes  No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700 *et. seq.*  
 Yes  No  Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.<sup>3</sup>  
 Yes  No

*NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.*

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek qualification?  
 Yes  No

*NOTE: Notarized statement must be from the surety company, not an agent or broker.*

6. Has your contractor’s license been revoked at any time in the last five years?  
 Yes  No

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<sup>1</sup> A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

<sup>2</sup> A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

<sup>3</sup> Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes  No

8. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code §1777.1 or Labor Code §1777.7?

Yes  No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

\_\_\_\_\_

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes  No

END OF SECTION

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY****STANDARD AGREEMENT**

Los Angeles River Center and Gardens  
 570 West Avenue 26, Suite 100  
 Los Angeles, CA 90065  
 323-221-9944 FAX 323-221-9934

**CONSTRUCTION CONTRACT**

This standard agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Mountains Recreation and Conservation Authority ("MRCA"), a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, and \_\_\_\_\_, California Contractor License No. \_\_\_\_\_, Type \_\_\_\_\_ ("Contractor").

MRCA owns/manages certain real property located at \_\_\_\_\_, (APN(s): \_\_\_\_\_) (hereinafter referred to as "Project Site"). MRCA intends to develop said Project Site which shall be referred to as \_\_\_\_\_ ("Project").

MRCA hereby intends to retain the services of Contractor to perform the work ("Work"), as defined herein, in the Scope of Work, General Conditions (if applicable), and in any and all other attachments, collectively referred to as the "Contract Documents." (Schedule of all exhibits is attached here as Exhibit A.) The Project is the total construction; of which the Work performed under the Contract Documents may be in whole or part.

The Contract Documents are complementary and what is required by any one shall be binding as if required by all. The intention of this Agreement and the Contract Documents is to include all labor, materials, equipment, and other items necessary for completion of the Work.

NOW THEREFORE, incorporating the above, the MRCA and Contractor agree as follows:

*Continued on the next thirteen (13) pages*

**FOR OFFICE USE ONLY**

Amount	\$ .00	AGREEMENT NUMBER MRCA ####/##	TAX ID # ###	Name Name Project Manager
Amount Previously Authorized	\$0.00	Org Set ##.###.###.###.###.###.###.5114		Name Name Division Chief
Total	\$0.00	Project Name: XXX		

## AGREEMENT TERMS AND GENERAL CONDITIONS

1. **Work.** The Contractor shall perform, at the request of the MRCA, the Work as detailed herein, in the Scope of Work, General Conditions, and in any and all other attachments, collectively referred to as the "Contract Documents." (Scope of work attached hereto and incorporated by reference herein as Exhibit E.)

Work provided at the MRCA's request by Contractor under this Agreement shall be performed in a manner consistent with the requirements and standards established by any applicable federal, state, county, and city laws, ordinances, regulations and ordinances, including, but not limited to, those specifically cited in this Agreement. Contractor shall adequately supervise and direct all Work on the project and be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement. MRCA shall appoint a Project Manager to whom Contractor shall direct, in a timely manner, all questions and communication regarding the day-to-day progress and/or problems related to the Work. Contractor shall provide weekly written status reports to Project Manager documenting compliance with the master schedule. The Contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to complete the Work. Contractor is solely responsible for site security and protection, including securing property from damage caused by reasonably expected weather conditions. MRCA will not be responsible for providing any labor, materials, supplies, equipment, or supervision required to complete the Work.

Contractor shall ensure that MRCA has access to the Project Site at all times during the course of this Agreement. MRCA shall have authority to reject any and all portion of the Work that does not conform to Contract Documents. MRCA shall have authority to require Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work, whether or not such Work has been fabricated, installed, or completed. Contractor shall be responsible to MRCA for the acts or omissions of the Contractor, Subcontractors, or any agents or employees thereof, in the completion of the Work.

2. **Term.** The term of this Agreement ("Term") will be from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, or as otherwise provided herein.

3. **Consideration.**

A. MRCA shall pay Contractor for Work in accordance with the Cost Breakdown (attached hereto and incorporated by reference herein as Exhibit F). Total consideration for Work completed pursuant to this Agreement is <spell out in words> (\$ #####).

B. Except as provided herein, Contractor is not entitled to, and shall not receive any additional consideration, compensation, salary, wages or other type of payment for carrying out the Work. Contractor shall not be entitled to any consideration in the form of overtime, employment benefits, paid leaves of absence or any other type of additional consideration unless specifically authorized in writing by MRCA Executive Officer or designee. Contractor shall not be entitled to any compensation for travel expenses, per diem, or reimbursements for services or materials outside the Scope of Work.

C. The total amount paid to Contractor for the Work shall not exceed the amount authorized herein and detailed in the Cost Breakdown and/or authorized in any mutually agreed upon adjustments made consistent with the terms and conditions of this Agreement. MRCA



reserves the right to deny payment or reimbursement request from Contractor in excess of the contract limit set forth herein and in the Cost Breakdown.

D. Contractor shall submit to the MRCA, no more than once per month or according to other schedule agreed to by MRCA, a progress payment request with an itemized statement of all Work (along with outstanding balances, if any) performed during the previous payment period. Itemized statement shall include a 5% retention to be withheld by the MRCA. Payment period shall be defined as the period of time since the commencement of Work, or, the period since the previous progress payment request. The request shall identify the date on which all of the itemized Work was rendered and shall be clear and concise as to the work performed during the period. All payment requests for Work completed in whole or in part by approved subcontractors and/or suppliers shall include copies of all applicable statements/invoices from said subcontractors and/or suppliers. Upon request by the MRCA, Contractor shall promptly provide MRCA with all requested additional backup documentation substantiating the Work performed. As a condition precedent to processing payment requests, Contractor shall submit true, correct, and executed copies of all outstanding waivers and releases upon final and/or progress payments including releases for the most recent pay period. The MRCA shall process all undisputed payment requests within 30 days of approval. If Contractor provides incorrect payment request information, MRCA reserves the right to withhold payment until a correct statement is submitted. If the dispute concerns one or more individual items, MRCA reserves the right to withhold up to 150% of the cost of the item of Work until a correct statement is submitted.

E. MRCA shall not be responsible for costs relating to procurement or maintenance of office space, supplies, equipment, vehicles, reference materials, support services, or telephone/telecommunications services that may be required for Contractor to complete the Work described in this Agreement. The MRCA will not be obligated to pay or reimburse Contractor for these costs which shall be the sole responsibility of the Contractor.

F. Contractor shall be responsible for any sales, consumer, use and any other applicable taxes incurred in the completion of the Work under this Agreement.

#### **4. Schedule.**

A. Notice to Proceed and Schedule of Work. Work shall commence only after all conditions precedent have been satisfied and after MRCA issues a written Notice to Proceed to Contractor. A Schedule of Work shall be submitted to MRCA by Contractor within ten (10) days of the Notice to Proceed, or, the notice of intent to award bid, if applicable. Upon acceptance and approval of Schedule of Work by MRCA, it shall be attached hereto and incorporated by reference herein. Upon receipt of Notice to Proceed, Contractor shall promptly commence Work identified in the Scope of Work and pursuant to the Schedule of Work. Contractor is solely responsible for completing said Work within the timeframe set forth by the Schedule of Work. Contractor is solely responsible for accounting for delays due to reasonably expected weather based on NOAA averages. The Schedule of Work shall only be altered or amended by force majeure or express written consent of the MRCA. Multiple Notices to Proceed may be issued.

B. Notice of Completion. When Work is substantially complete, Contractor shall so certify and shall request a final inspection by MRCA. Within ten (10) days, MRCA will conduct inspection and issue a formal written notice if Work is complete to MRCA's satisfaction. MRCA reserves the right to reject any or all portions of the Work found to be defective or failing to satisfy the conditions of this Agreement or the Contract Documents. Contractor shall, immediately upon

such rejection, correct any defective or deficient work at its own expense.

C. Time of the Essence. It is understood and agreed by both MRCA and Contractor that time is of the essence in this Agreement.

D. Liquidated Damages for Failure to Comply with Schedule of Work. It is hereby mutually understood and agreed that in the event that Contractor does not complete the Work within the Term of the Agreement and according to the Schedule of Work, the MRCA will sustain damages. Contractor and its surety shall be liable for liquidated damages and shall pay to MRCA the sum of two hundred fifty dollars (\$250) per each calendar day the completion of the Work is delayed beyond the completion date set forth in the Schedule of Work without an extension of time approved by the MRCA. MRCA and Contractor agree that the daily amount of liquidated damages is an estimate of the actual amount of such damage and does not constitute a fee or penalty. MRCA and Contractor agree that any liquidated damages may be deducted from any retention amount, unpaid balances, or progress payments. In the event that retention amounts, unpaid balances, or progress payments are insufficient to pay liquidated damages, Contractor agrees to pay total liquidated damages to MRCA. No liquidated damages shall be applied for any delay directly and solely caused by MRCA. Contractor shall give MRCA advance written notice in the event of any incidence where, in Contractor's opinion, MRCA is responsible for delay in Contractor's meeting the Schedule of Work. Failure by Contractor to do so shall constitute a waiver of any claim against the MRCA based on that incidence of delay. MRCA shall have one calendar week to respond to Contractor's notice. Disputes regarding compliance with the Schedule of Work shall be determined pursuant to the provisions of this Agreement. This section does not apply to claims made by MRCA for defective workmanship or other contract breaches. Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of MRCA to provide for removal or relocation of such utility facilities. If Contractor discovers utility facilities not identified by MRCA in the contract plans or specifications, he shall immediately notify the public agency and utility in writing.

**5. Licenses and Compliance with Laws.** Contractor hereby certifies that he/she and all sub-Contractors are licensed by and in good standing with the California State Contractors License Board and shall maintain such standing at all times during the Term of this Agreement. Contractor also agrees to procure any and all necessary licenses, permits, or certificates required by any federal, state or municipal government in order to complete the Work. Contractor is solely responsible for maintaining such licenses, permits, or certificates during the completion of the Work. As a condition precedent to the effectiveness of this Agreement, Contractor shall provide the MRCA all evidence of all required licenses, permits, or certificates required to complete the Work. MRCA shall not be responsible for procuring any licenses, permits, or certificates to complete the Work, but shall reasonably cooperate with Contractor to the extent necessary for Contractor to obtain required license, permits, or certificates. If any dispute arises regarding the necessity or requirement of a particular license, permit, or certificate, the MRCA reserves the right to make such determination for the purposes of this Agreement.

Contractor shall comply with all applicable federal, state, and local laws in the course of completing the Work and in administering this Agreement. Violation of applicable laws shall constitute material breach of this Agreement.

**6. Labor Code.**

A. Unless otherwise confirmed by written notice of the MRCA, the Work to be

completed under this Agreement constitute a Public Work within the meaning of California Labor Code Sections 1720 and 1720.3. The Contractor, its employees, agents, and subcontractors, shall all be bound by the provisions of the Labor Code and any other applicable federal, state or local law.

B. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wage, the 8 hour day and 40 hour work week, overtime, weekend and holiday work, and employment of apprentices. Contractor shall forfeit to the MRCA any penalties prescribed in the Labor Code for violations thereof.

C. Pursuant to Section 1776 of the Labor Code, Contractor shall maintain accurate payroll records at all times during the Term of this Agreement and shall ensure that all subcontractors maintain accurate payroll records at all times during the Term of this Agreement. Notwithstanding submissions required by any other Section of this Agreement or any of the Contract Documents, within 24 hours of delivery to Contractor of written request by MRCA, Contractor shall submit certified payroll records for itself and for any subcontractor to MRCA for inspection. Contractor shall disclose to MRCA any past labor violations. MRCA reserves right to make any labor compliance inspection required by law or otherwise deemed necessary.

D. Contractor shall not pay less than prevailing wage rates set by the California Department of Industrial Relations, Division of Labor Standards Enforcement, for the Work completed under this Agreement. Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the Department of Industrial Relations.

## 7. **Subcontractors.**

A. Notwithstanding anything contained herein or in any of the Contract Documents, MRCA reserves the right to approve all subcontractors and suppliers prior to commencement of Work on the Project.

B. Contractor shall require all subcontractors, as part of the subcontract, to agree to be bound by all applicable terms of this Agreement and to assume all applicable obligations Contractor owes to the MRCA. Contractor shall be primarily responsible for ensuring that any subcontractor is in full compliance with all applicable terms of this Agreement. All subcontracts for any portion of the Work described herein shall be in writing and Contractor shall provide a true, correct, and completed copy of said subcontract to the MRCA immediately upon execution.

C. Contractor is solely responsible for payment of all sums due to subcontractors or suppliers. Willful failure to pay subcontractors in accordance with this provision may constitute an illegal diversion of funds and shall constitute material breach of this Agreement. MRCA may, at its sole discretion, elect to issue payment jointly to Contractor and subcontractors or suppliers, pursuant to an applicable joint check agreement, which Contractor hereby agrees in good faith to enter into.

D. Nothing contained herein shall modify or eliminate the contractual agreement and any obligations therein between the Contractor, subcontractors, sub-subcontractors, or suppliers.

8. **Alternate Contracts.** Notwithstanding any other provision herein, the MRCA reserves the right to award other contracts in connection with other portions of the Project.

**9. Insurance.** As a condition precedent to the effectiveness of this Agreement, Contractor shall provide MRCA with proof of all required insurance, outlined below. The Mountains Recreation and Conservation Authority, the Conejo Recreation and Park District, the Rancho Simi Recreation and Park District, the Santa Monica Mountains Conservancy and the State of California, shall each be named as additional insureds (collectively, "Additional Insureds") on all policies. As Additional Insureds, all employees, agents, directors, and officers, of the Additional Insureds are required to be covered by each policy.

A. **General Liability.** Contractor shall, at all times during the Term of this Agreement, maintain a policy of comprehensive liability insurance covering all Work to be done pursuant to this Agreement and any applicable amendments. The policy shall cover at least one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) in aggregate for bodily injury and property damage. The policy shall not exclude or except from coverage any of the Work required to be performed under this Agreement.

B. **Automobile.** Contractor shall maintain comprehensive automobile insurance throughout the duration of this Agreement of at least one million dollars (\$1,000,000) per occurrence of bodily injury or property damage. The policy shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the Work described herein.

C. **Subcontractors.** Contractor shall include all subcontractors as insureds under the policies required herein, or, shall provide MRCA with certificates and endorsements for each subcontractor. Coverage of subcontractors shall be subject to the requirements outlined herein. Likewise, Contractor shall require all subcontractors to secure the same policies required of Contractor herein. Subcontractors shall name the Contractor, MRCA, and Additional Insureds as additional insured parties on said policies.

D. **Workers Compensation.** Contractor shall, at all times during the Term of this Agreement and completion of Work, maintain appropriate workers compensation insurance as required by California law. By entering into this Agreement, Contractor acknowledges its obligations to all employees under the California Labor Code and represents that it will comply with all requirements therein. As a condition precedent to the effectiveness of this Agreement proof of required coverage will be provided to MRCA by Contractor. In no event will the MRCA or Additional Insureds be responsible for any claims in law or equity due to the failure of the Contractor to comply with the terms of the provisions of this Section or this Agreement.

E. **Primary Coverage.** Any insurance required of the Contractor herein shall serve as the primary coverage for the MRCA. Any insurance policy maintained by the MRCA shall be in excess of the Contractor's insurance.

F. **Notice.** Each policy required herein shall contain a clause providing that written notice shall be given to the MRCA pursuant to Section 24 herein, 30 days prior to any termination, cancellation, suspension, or reduction in coverage or limits.

G. **Separate Coverage.** Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is filed, except with respect to the limits of insurer's liability.

**10. Defense, Hold Harmless, Indemnification.** Contractor at its sole cost and



expense, shall protect, defend, indemnify and hold harmless the MRCA and each of the other Additional Insureds, their agents, officers, and employees from and against all claims, damages, lawsuits, mechanics' liens, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work described herein, the or any related act, failure to act, error, or omission, of Contractor or any related person or entity. Nothing contained herein is intended to conflict with the provision of Civil Code Sections 2782(a) or 2782(b).

Contractor further agrees to execute and be bound by all the provisions of the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto and incorporated by reference herein as Exhibit B.

#### **11. Bond Requirements.**

As a condition precedent to the effectiveness of this Agreement Contractor will deliver to MRCA evidence of and maintain in effect the following bonds: 1) A labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and 3) upon project completion and acceptance by the MRCA, a one year warrantee bond in an amount equal to ten percent (10%) of the contract price.

The bonds shall comply with the requirements of California Civil Code Section 3248 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds must also be in a form acceptable to MRCA's legal counsel.

The Attorney-in-Fact who executes the bonds on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the MRCA or fails to furnish reports as to its financial condition as requested by the MRCA, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the MRCA and of persons supplying labor or materials in the prosecution of the Work completed under this Agreement.

Failure by Contractor to furnish or maintain the bonds required herein shall constitute material breach of the terms of this Agreement.

**12. Contractor's guarantee.** Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Agreement and further guarantees that the Work will be done and will remain free of defects in workmanship and materials for a period of one year from the date of the Notice of Completion. Contractor hereby agrees to repair and/or replace and all portions of the Work, along with any adjacent Work damaged or necessary to remove, without any expense whatsoever to MRCA.

MRCA shall notify Contractor of any defective Work or any Work not in accordance with the requirements of this Agreement. Within ten (10) working days of written notice, Contractor shall commence correction and/or completion of said defective or incomplete Work and shall complete the Work within a reasonable time period. If Contractor fails to comply with this requirement, MRCA may complete, or have Work completed, at Contractor's expense.

Nothing contained herein shall be construed as a waiver of any rights the MRCA may have to file suit or otherwise bring an action or claim for negligence or defective Work related to the Project under existing law.

**13. Suspension and Termination for Convenience/Funding Limitation.**

A. Suspension. Without limiting any rights which MRCA may have by reason of default by Contractor hereunder, MRCA, at its sole discretion, may suspend this Agreement and any or all Work thereunder, in whole or in part, at any time, and for any reason. Such suspension shall be effective immediately upon delivery of notice of suspension to Contractor, or any other time specified by MRCA in said notice. Contractor shall, upon receipt of notice of suspension, cease all Work at the Project site and shall incur no further costs or expenses other than those specified by MRCA in the notice. If MRCA elects to suspend the Agreement and Work there under, Contractor shall submit an itemized statement for payment which shall be processed by MRCA pursuant to Section 3.

B. Termination for Convenience. Without limiting any rights with MRCA may have by reason of default by Contractor hereunder, MRCA, at its sole discretion, may terminate this Agreement, in whole or in part, at any time, and for any reason. Such termination shall be effective immediately upon delivery to Contractor of notice of termination, or any other time specified by MRCA in said notice. Contractor shall, upon receipt of notice of termination, cease all Work at the Project site and shall incur no further costs or expenses other than those specified by MRCA in the notice. If MRCA elects to terminate for convenience, MRCA shall pay Contractor for all Work satisfactorily completed prior to the effective date of the termination, plus reasonable overhead and profit on the portion of work satisfactorily completed. In the event of termination for convenience, MRCA reserves the right to terminate or assume Contractor's role in any and all subcontracts entered into by Contractor prior to the effective date of termination.

C. Funding Limitation. The ability of the MRCA to enter this Agreement is based upon available funding from one or more sources. Without limiting any rights the MRCA may have based on any other provision of this Agreement, in the event that such funding fails, is reduced, is suspended, is frozen, or is modified, from one or more sources, the MRCA hereby reserves the option to terminate under Subsection B above. Any reduction or modification of this Agreement made pursuant to this provision must comply with Section 19 below.

D. MRCA reserves the right to reduce or modify this Agreement, or any of its terms, upon 7 days' written notice to Contractor.

**14. Nondiscrimination.** In performance of the terms of this Agreement and the Work hereunder, Contractor shall not engage in, nor permit subcontractors to engage in discrimination in employment of persons based on age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735. Contractor hereby agrees to complete and sign the Statement of Nondiscrimination attached hereto as Exhibit C.

**15. MRCA Property.**

A. Personal Property of the MRCA. Any personal property of the MRCA provided to



Contractor by the MRCA pursuant to this Agreement is, and at the termination of the Agreement, will remain the sole and exclusive property of the MRCA. Contractor will use reasonable care to protect, safeguard, and maintain such property while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to property that results from the Contractor's negligence.

B. **Plans, Drawings, and Specifications.** All plans, drawings, specifications, and other Agreement or Project documents provided to the Contractor by the MRCA or produced by the Contractor under this Agreement are, and shall remain the property of the MRCA and will be returned to MRCA at the termination of the Work under the Agreement. Contractor shall maintain at the site, for MRCA's review, one copy of all such documents, along with any other necessary documents or modifications, at the Project site at all times in good condition. Contractor shall record all changes made during construction on said documents. These shall constitute the "as built" drawings, which shall be considered property of the MRCA and must be turned over to the MRCA prior to final inspection and/or Notice of Completion.

C. **Contractor's Work Product.** Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer media (disks, tapes, memory chips, flash drives, etc.), soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or other intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's Work under this Agreements are, and at the termination of this Agreement, remain the sole exclusive property of the MRCA. At the termination of the Agreement, Contractor will convey possession and title to any such property to the MRCA.

**16. Records and Audit.** Contractor shall prepare and maintain any and all records required by federal, state, or local law. Contractor shall maintain such records for at least five (5) years from the termination or completion of this Agreement. During this period, Contractor shall make said records available for review upon request by the MRCA. MRCA shall have the right to audit, inspect and evaluate all records and all Work done pursuant to this Agreement.

**17. Assignment.** With the exceptions of those duties subcontracted to MRCA-approved subcontractors under the terms of this Agreement, Contractor shall not assign or subcontract any part of this Agreement to any other party without the express written consent of the MRCA. Contractor shall not assign any compensation due under this Agreement without the express written consent of the MRCA.

**18. Default.**

A. **Default and notice.** If Contractor abandons the Project, fails to carry out the Work in a timely manner, or fails to fulfill any other obligation under this Agreement, the MRCA may declare Contractor to be in default and shall have the right to terminate this agreement. Upon declaring Contractor in default, MRCA will provide Contractor with five (5) working day's written notice to cure the default. If Contractor is unwilling or unable to cure default to MRCA's satisfaction within this period of time, termination of this Agreement will be final.

B. **Waiver of default.** Waiver by MRCA or Contractor of default by the other party to this Agreement shall not be construed to constitute a waiver of any other subsequent or prior default. Waiver of default shall not constitute a modification or amendment of this Agreement

unless done so pursuant to the terms of Section 19.

C. Completion of Work. In the event that Contractor defaults or neglects to complete any aspect of the Work in accordance with the Agreement or Contract Documents, MRCA may, without prejudice to any other provision herein, upon seven (7) days written notice to Contractor, complete said portion of Work or other deficiency. MRCA shall issue an amendment to Scope of Work, Schedule of Work, and/or Compensation as appropriate pursuant to Section 19.

**19. Amendment/Change Orders.**

A. The terms of this Agreement may be extended, modified, or amended only by the mutual written consent of the parties hereto. Any such modification shall be executed by authorized representatives of both the Contractor and the MRCA and shall be attached hereto.

B. The MRCA may, without invalidating or otherwise altering the terms of the Agreement, order changes ("Change Order") to the scope of the Work consisting of additions, deletions, or other revisions. The Schedule of Work and the Compensation due to the Contractor shall be amended accordingly. All such changes shall be in the form of a Change Order, an example of which is attached hereto as Exhibit D. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the MRCA has been unjustly enriched by any alteration or addition to the Work, regardless of the accuracy of such claim, shall be the basis of any claim for an increase in any amounts due under this Agreement or for a change in any time period provided for herein in the absence of a duly executed Change Order. Change Orders initiated by Contractor shall be authorized at the sole discretion of the MRCA.

C. Agreement by mutual execution of any Change Order shall constitute final settlement of all matters relating to the change in the Work subject to the Change Order, including, but not limited to, all direct and indirect costs associated with such Change Order, any impact on any portion of the Work unchanged by the Change Order, and any and all adjustments to the total Compensation or the Schedule of Work.

D. The cost or credit to the MRCA resulting from a Change Order shall be determined in one or more of the following ways:

I. Adding or deducting a lump sum or amount determined by unit price agreed upon between the parties;

II. By adding (1) the actual net cost to the Contractor of labor according to established rates; (2) the actual cost to the Contractor of materials, equipment, and/or subcontractors and such other direct costs as may be approved by the MRCA, less all savings, discounts, rebates, and credits; (3) if required, reasonable allowance for bonds and insurance not to exceed 1% of the subtotal of items 1 and 2; (4) reasonable allowance for profit and/or overhead not to exceed 5% of the total cost of the Change Order.

Items (1) through (5) apply regardless of whether the Change Order is a increase or decrease to the Compensation.

III. Any other method of resolution determined by the MRCA.

E. Contractor hereby acknowledges that Change Orders resulting in increases to the Compensation of a certain amount may require authorization by the MRCA Governing Board. MRCA will notify Contractor immediately when Governing Board approval will be required.

F. Notwithstanding the foregoing, the MRCA shall have the authority to order minor changes in the Work not involving an adjustment in the Compensation or an extension of the Schedule of Work and not otherwise inconsistent with the Contract Documents. Such changes may be ordered by written field order. Such changes shall be binding on both the MRCA and Contractor.

G. Contractor shall be obligated to proceed with Change Order Work before the cost or credit is determined, if so directed by MRCA.

**20. Known and Concealed Site Conditions.**

A. Site Inspection. Contractor is responsible for a thorough review of all plans, surveys, and any other documents received from MRCA regarding site conditions, as well as for performing a comprehensive site inspection to evaluate the conditions and limitations under which the Work will be performed, including, without limitation: (1) location, condition, layout, and nature of the Project site and surrounding areas; (2) generally prevailing climactic conditions to allow Contractor to reasonably anticipate adverse weather conditions; (3) anticipated labor supply and costs; (4) availability and cost of materials, tools, and equipment; (5) any other conditions that reasonably should have been discovered by Contractor. Contractor shall ensure that any and all subcontractors perform similar inspections necessary to their respective portion of the Work. MRCA shall not be liable, or required to make any adjustment to this Agreement, for any damages or delay due to failure by the Contractor or subcontractor(s) to comply with the requirements of this section, except as provided for in Government Code Section 4215.

B. Concealed Site Conditions. Contractor shall not be entitled to additional Compensation or an extension of time due to the discovery of previously concealed conditions at the Project Site that should have been discovered during the course of the site inspection pursuant to the foregoing paragraph, or that were disclosed to Contractor by MRCA in the Contract Document or any other communication during any portion of the bidding process or Agreement Term. In the event that Contractor, in the course of performing the Work herein, discovers any concealed condition that could not reasonably have been discovered by a thorough site review or reasonably anticipated, it shall immediately notify MRCA in writing of said discovery. If it is determined by MRCA that the concealed conditions could not have reasonably been anticipated and were not otherwise disclosed to the Contractor, it may allow an equitable amendment to the Agreement pursuant to Section 19.

**20. Claims less than \$375k.** This Contract is subject to the provisions of Article 1.5 of the California Public Contract Code, commencing with Section 20104, *et seq.* regarding claims or disputes of less than three hundred seventy five thousand dollars (\$375,000). Contractor hereby acknowledges the contents of Article 1.5 and agrees to comply with and be bound by the provisions thereof.

**21. Confidentiality.** Contractor shall comply with all applicable laws and/or ordinances regarding the maintenance of all records related to the Work under this Agreement. Contractor

shall make any and all records available to the MRCA upon request. MRCA is subject to the California Public Records Act and shall notify Contractor in the event of a Public Records Act request. Contractor shall keep records private and confidential at all times and shall not release any record unless at the direction of the MRCA.

**22. Conflicts.** Contractor represents that it has no existing conflict of interest, direct or indirect that would interfere with its Work on this Project and that it will not acquire any such interest during the Term of this Agreement.

**23. Post agreement covenant.** Contractor shall not use any confidential or privileged information obtained in the course of its Work under this Agreement for personal benefit. For a period of two years from the date of Termination, Contractor shall not seek employment or enter into a contractual agreement with any entity which has or will have an adverse or conflicting interest with, or has been an adverse party in litigation to the MRCA during the course of this Agreement.

**23. Severability.** In the event that a court of law finds any portion or portions of this Agreement invalid or in violation of any local, state, or federal law, regulation, or ordinance, the remaining provisions shall remain in effect to the extent that the provisions of this Agreement are severable.

**24. Attorneys Fees.** Should any party hereto commence any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement or for declaratory relief or specific performance, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding.

**25. Force Majeure.** Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

**26. Calculation of Time.** All references to days shall be calendar days unless noted otherwise.

**27. Choice of Law.** This Agreement shall be governed by the laws of the State of California.

**28. Entire agreement.** This Agreement represents the entire agreement of the parties, and no representations, inducements, promises or agreements otherwise between the parties not contained herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, or terminated unless it is done so in writing pursuant to Section 19 herein.

**29. Notice.** Any required notice, communication, amendment, or Change Order, including change of address, of either party hereto during the term of this Agreement, shall be in writing and may be personally delivered or sent by first class mail to the addresses as follows:

Contractor Name  
Agreement ####/##  
Page 13

MRCA:  
Joseph T. Edmiston, Executive Officer  
5750 Ramirez Canyon  
Malibu, CA 90265

Contractor:  
Name, Title  
Street Address  
City, CA 90000

With a copy to:  
Attention: Cara Meyer  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065

[Signature page follows.]

SAMPLE



**IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AS OF THE DATE SET FORTH ABOVE.**

MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY:

CONTRACTOR  
NAME:

\_\_\_\_\_  
Signature

Cara Meyer  
Contracts Officer

\_\_\_\_\_  
Signature

Name  
Title

SAMPLE

## EXHIBIT A – LIST OF EXHIBITS

Exhibit A – List of Exhibits

Exhibit B – Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution

Exhibit C – Contractor's Statement of Nondiscrimination

Exhibit D – Proposed Change Order Form

Exhibit E – Scope of Work

Exhibit F – Cost Breakdown

Exhibit G – General Conditions – Refer to Bid Package dated \_/\_/\_

Exhibit H – Notice to Proceed

Exhibit I – MRCA Board authorization

SAMPLE



**EXHIBIT B  
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF  
SUBROGATION AND CONTRIBUTION**

As used herein, "Indemnitor" shall refer to Contractor, and "Indemnitees" shall refer collectively to the Santa Monica Mountains Conservancy (SMMC), the Mountains Recreation Conservation Authority (MRCA), the Rancho Simi Recreation and Park District, and the Conejo Recreation and Park District, and their elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns.

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

INDEMNITOR  
CONTRACTOR NAME:

---

Signature  
Name, Title

**EXHIBIT C  
CONTRACTOR'S STATEMENT OF NONDISCRIMINATION**

1. During the performance of this Contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et.seq.), the provisions of Article 9.5, Chapter 1, Division 3, Title 2 of the Government Code, Sections 11135-11139.5, and the regulations or standards adopted by the awarding State agency to implement such Article.
3. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_ (Company Name), hereinafter referred to as "prospective contractor", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title 2, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental or physical disability, medical condition, marital status, sex or age (over 40). Prospective contractor agrees to comply with all statutes and regulations set forth in items 1 through 4 above.

I, \_\_\_\_\_ (Name of Official) hereby swear that I am duly authorized to legally bind the prospective contractor to the above certification. I am fully aware that this certification, executed on \_\_\_\_\_ (Date) in the County of \_\_\_\_\_ (Name of County) is made under the penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title