



## MOUNTAINS RECREATION & CONSERVATION AUTHORITY

### REQUEST FOR BIDS FUEL MODIFICATION / BRUSH REMOVAL

The Mountains Recreation and Conservation Authority (MRCA), a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Cornejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, seeks a Contractor to perform fuel modification activities on certain lands managed by MRCA. Contractor must provide adequate protection to areas adjacent to project limits and use best management practices. At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a license issued by the State of California, appropriate for this type of work.

#### SEE ATTACHED LIST OF PROPERTIES

#### VENDORS SHALL BID EACH PROPERTY INDIVIDUALLY VENDORS ARE NOT REQUIRED TO BID ON ALL PROPERTIES

#### Bid Terms:

All Requests for Interpretation and questions must be submitted in writing in a form of an email to Leigh Adams Croley at: [leigh.croley@mrca.ca.gov](mailto:leigh.croley@mrca.ca.gov). Any clarifications to questions will be provided in writing and posted to the MRCA website <https://mrca.ca.gov/about/bid-on-a-project/> by March 16<sup>th</sup>, 2023. Questions will be accepted Until 5:00 p.m. on Friday, March 13<sup>th</sup>, 2023. The deadline to receive all sealed bids will be Friday, March 21<sup>st</sup>, 2023, by 2 pm. Sealed bids can be mailed or dropped off to King Gillette Ranch, located at 26800 Mulholland Hwy, Calabasas CA 91302, (Please send to MRCA representative – “Attention Leigh Croley”). Sealed Bids will be publicly read at the Anthony C. Beilenson Visitor Center at KGR. Bidders must register with MRCA (name and contact information) by this time.

Bids should be submitted under company letterhead stationery with the information required in this RFB and must include the following:

1. Completed, signed Bid Submission Form and Schedule of Bid Items (3 pages).
2. Proof of insurance
3. Vendor W-9

Bids must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink, in both figures and words where indicated. Interlineations, alterations and erasures must be initialed by the signer of the bid. The MRCA reserves the right to reject any bid improperly prepared or which does not contain all information required as indicated. In case of discrepancy between total cost of items listed on the Schedule of Bid Items and the total bid amount total bid, the calculated total cost shall govern.

**Performance:** Fuel modification shall be performed to the following standards:

- a. Contractor is to provide supervision, labor, materials, and all equipment needed to complete project.
- b. Daily site cleanup is required to keep job site safe and clean. All project-related debris must be hauled away offsite.
- c. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.
- d. Contractor must inspect job site conditions prior to bidding.
- e. Contractors must abide by all Federal, State, or other laws, orders, rules, regulations, and codes of all authorities, having jurisdiction over construction work in the locality of the project.
- f. Hours of work – Monday thru Friday 7:00 am to 3:30 pm.

**Delivery:** Bidders shall indicate on the bid form the proposed completion date for each property. In the event work cannot be completed by this date, the Contractor shall notify MRCA when it becomes aware it cannot meet the schedule and shall indicate the reason for the delay and a projected completion date. MRCA reserves the right to cancel the work at that time without cost to MRCA. In any event, MRCA's obligation to pay does not commence until MRCA accepts the work.

Contractor 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. Contractor must agree also to pay liquidated damages as specified in the agreement for each consecutive calendar day thereafter.

**Obligation of Bidder:** 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 his obligation to furnish all material and labor necessary to carry out the provisions set forth in his 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 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.

Attached hereto is MRCA's Standard Agreement. At the time of the awarding of the bid, each bidder will be presumed to have read the document and accepted the terms and conditions as specified, including all attached exhibits.

**Selection:** Selection will be based primarily on cost, but proposed deviations from the requirements will be noted and taken into consideration. Bids shall be valid for a period

of at least 90 days after the bid submission date. MRCA may award contracts to multiple vendors for separate properties.

This request for bids does not authorize any work, nor does it create an obligation of funds. MRCA obligates funds through issuance of separate documents. **Mountains Recreation and Conservation Authority reserves the right to reject any or all bids, waive technicalities, re-advertise, to proceed otherwise when in the best interest of the agency.**

**Public Works Project:**

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.

MRCA has adopted a Labor Compliance Program which states that maintenance contracts under \$15,000 will not be subject to prevailing wages.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor must post job site notices as prescribed by regulation. The general contractor and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

**Insurance Requirements:** 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 insured (collectively, "Additional Insured's") on all policies. As Additional Insured's, all employees, agents, directors, and officers, of the Additional Insured's 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 insures 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 Insures 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 Insurers 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.

**Rules and Laws in Effect:**

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 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.

**Bid Protest:** 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 5:00 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 Request for 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.
- c. 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.

**BID SUBMISSION FORM AND SCHEDULE OF BID ITEMS**

BID FORM FOR: **FUEL MODIFICATION per RFB dated March 21st, 2023.**

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

**VENDOR INFORMATION**

Vendor Name: \_\_\_\_\_ Check One:  Corporation  
 Partnership  
 Sole Proprietor

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

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

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

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

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

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

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

Total Bid: \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

The Schedule of Bid Items must be included. In order for a bid to be responsive, all listed items, unit prices, and requested data must be quoted and correspond to bid amount.

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 description of the proposed goods, that he/she has examined the Contract Documents (if applicable) and read the accompanying Request for Bids, and hereby proposes 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 Request for Bids 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 understand 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 are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin and sex in the performance of any contract or order resulting from this bid.

By submission of this bid, the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.
- (b) Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids directly or indirectly to any other bidder or competitor; and
- (c) No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

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 of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including stepchildren), 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: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_, California.

BIDDER NAME: \_\_\_\_\_  
BID SUBMISSION FORM – Fuel Modification - March 21st, 2023.

**SCHEDULE OF BID ITEMS:** FUEL MODIFICATION per RFB dated March 21<sup>st</sup>, 2023.

| PROPERTY NAME               | ACRES  | TOTAL PRICE | COMPLETION DATE | Notes |
|-----------------------------|--------|-------------|-----------------|-------|
| Trebeck Open Space          | 36.48  | \$          |                 |       |
| Westridge                   | 46.64  | \$          |                 |       |
| Mandeville East             | 4.148  |             |                 |       |
| Kenter Canyon               | 13.59  | \$          |                 |       |
| Sepulveda Open Space        | 17.17  | \$          |                 |       |
| Benedict Canyon             | 1.60   | \$          |                 |       |
| Heidelberg Park             | 11.44  | \$          |                 |       |
| Hilton Open Space           | 4.33   | \$          |                 |       |
| Longridge Park              | 16.1   | \$          |                 |       |
| Dixie Canyon Park           | 9.79   | \$          |                 |       |
| Sheila Agnes                | 7.2    | \$          |                 |       |
| Coldwater Canyon Mulholland | 17.19  | \$          |                 |       |
| Mulholland Coldwater Canyon | 4.3    | \$          |                 |       |
| Thrasher Property           | 10.311 | \$          |                 |       |
| Corbin Canyon               | 4.21   | \$          |                 |       |
| Beverly Glen Property       | 24.12  | \$          |                 |       |
| Laurel Mulholland/Partners  | 1.2    | \$          |                 |       |
| Chuenga Pass Open Space     | 2.3    | \$          |                 |       |
| Chalk Hills                 | 6.88   | \$          |                 |       |
|                             |        |             |                 |       |

**Total Bid Amount: \$** \_\_\_\_\_

BIDDER NAME: \_\_\_\_\_  
 BID SUBMISSION FORM – Fuel Modification - March 21st, 2023.



**Trebeck Open Space**

| APN          | Park Name          | Address                         |
|--------------|--------------------|---------------------------------|
| 5571-031-914 | Trebeck Open space | SE of 2000 Nichols Canyon Road  |
| 5571-027-905 | Trebeck Open space | 2024 North Curson Avenue        |
| 5571-026-905 | Trebeck Open space | N of 2101 Wattles Drive         |
| 5571-031-918 | Trebeck Open space | NE. of 1849 Nichols Canyon      |
| 5571-025-906 | Trebeck Open space | W. of 2394 Astral Drive         |
| 5571-031-916 | Trebeck Open space | SE. of 2000 Nichols Canyon Road |
| 5571-025-905 | Trebeck Open space | E. of 2300 Astral Drive         |
| 5571-027-904 | Trebeck Open space | W. of 1950 Wattles Drive        |
| 5571-031-915 | Trebeck Open space | S. of 2000 Nichols Canyon Road  |
| 5571-031-917 | Trebeck Open space | N. of 1881 Stanley Ave          |

**Westridge Canyonback**

| APN          | Park Name             | Address   |
|--------------|-----------------------|---|
| 4493-013-900 | Westridge Canyon-back | SE of 3400 Mandeville   |
| 4492-031-901 | Westridge Canyon-back | End of Westridge Road – parking lot for Trailhead.  |
| 4492-031-902 | Westridge Canyon-back | <b>ATTENTION: 100 FOOT CLEARANCE ONLY!</b><br>Across the street from 2562 Mandeville Cyn. |
| 4491-009-904 | Westridge Canyon-back | W of 2969 Mandeville Canyon   |
| 4490-017-901 | Westridge Canyon-back | S of 3881 Mandeville Canyon   |
| 4491-002-900 | Westridge Canyon-back | 2909 Mandeville Canyon  |
| 4491-001-902 | Westridge Canyon-back | W of 3443 Mandeville Canyon   |
| 4490-019-902 | Westridge Canyon-back | 3717 Mandeville Canyon  |
| 4490-019-900 | Westridge Canyon-back | 3740 Mandeville Canyon Road “Hollyhock Fire Road”   |
| 4490-011-905 | Westridge Canyon-back | 3564 – 3750 Mandeville Canyon Road  |
| 2292-014-902 | Westridge Canyon-back | Please see Maps attached for reference.   |
| 4490-011-904 | Westridge Canyon-back | Sky valley road and Sherry Lane and upper Mandeville Cyn. Rd.                             |

BIDDER NAME: \_\_\_\_\_  
 BID SUBMISSION FORM – Fuel Modification - March 21st, 2023.

**Mandeville East**

| APN          | Park Name       | Address                     |
|--------------|-----------------|-----------------------------|
| 4493-011-900 | Mandeville East | 3246 Mandeville Canyon Road |

**Kenter Canyon**

| APN          | Park Name     | Address  |
|--------------|---------------|--|
| 4493-026-900 | Kenter Canyon | N. Tigertail Road; Sky Lane; N. Bundy Drive; Kenfield and Chickory Lane... |

**Sepulveda Open Space**

| APN          | Park Name                 | Address   |
|--------------|---------------------------|---|
| 4368-001-900 | Sepulveda Pass Open space | N. of 1399 Casiano Road   |
| 4377-001-902 | Sepulveda Pass Open space | 2101 Stratford Circle (at the end) (need gate code)   |
| 4378-001-904 | Sepulveda Pass Open space | E. of 2586 Casiano Road; Earl Court and Lancelot Lane.  |
| 4378-001-907 | Sepulveda Pass Open space | Parcel that parallels Aqua Verde drive; Via Cantare; Adagio Court; Azzure Court and Colina Strada Street. |
| 4378-001-905 | Sepulveda Pass Open space | 2712-2700 Casiano Road  |

BIDDER NAME: \_\_\_\_\_  
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**Benedict Canyon**

| APN          | Park Name       | Address                          |
|--------------|-----------------|----------------------------------|
| 4383-026-901 | Benedict Canyon | S. of 10111 Westwanda Drive      |
| 4383-026-900 | Benedict Canyon | S. of 10111 Westwanda Drive      |
| 4371-024-904 | Benedict Canyon | E. of 928 Beverly Glen Blvd      |
| 4383-006-900 | Benedict Canyon | E. of 2200 Benedict Canyon Drive |
| 4383-007-900 | Benedict Canyon | S. of 9801 Portola Drive         |
| 4383-006-901 | Weisel/Benedict | E. of 2200 Benedict Canyon Drive |
| 4384-011-900 | Yoakum/Benedict | NE. of 9675 Yoakum Drive         |

**Heidelberg Park**

| APN          | Park Name       | Address  |
|--------------|-----------------|--|
| 5471-013-900 | Heidelberg Park | Moon Avenue – Mt Washington area of Los Angeles. |

**Hilton Open Space**

| APN          | Park Name         | Address   |
|--------------|-------------------|---|
| 4493-015-902 | Hilton Open Space | Chalon Road; Mandeville Canyon and Shadow Canyon. |
| 4493-008-900 | Hilton Open Space | Chalon Road; Mandeville Canyon and Shadow Canyon  |

**Longridge Park**

| APN          | Park Name | Address   |
|--------------|-----------|---|
| 2385-002-928 | Longridge | Along Longridge Terrace; Longridge Avenue; Alomar Drive and Dixie Canyon Place. |
| 2385-002-927 | Longridge | Along Mulholland Drive and Longridge Terrace.                                   |

BIDDER NAME: \_\_\_\_\_  
 BID SUBMISSION FORM – Fuel Modification - March 21st, 2023.

**Dixie Canyon**

| APN          | Park Name         | Address  |
|--------------|-------------------|--|
| 2386-007-900 | Dixie Canyon Park | Along Dixie Canyon Place and Mulholland Drive. |
| 2386-030-900 | Dixie Canyon Park | Adjacent to 13304 Newcomb Drive.               |
| 2386-030-901 | Dixie Canyon Park |  |

**Sheila Agnes**

| APN          | Park Name                    | Address   |
|--------------|------------------------------|---|
| 4382-023-900 | Sheila Agnes Nature Preserve | Along Benedict Canyon Drive. Nearest address: West of 2781 Benedict Canyon Drive. |
| 4382-024-901 | Sheila Agnes Nature Preserve | Along Benedict Canyon Drive (nearest crossroad is Mulholland Drive)               |
| 4382-024-902 | Sheila Agnes Nature Preserve | Along North Beverly Glen Blvd (nearest cross road is Mulholland Drive)            |
| 4382-024-903 | Sheila Agnes Nature Preserve | Along Benedict Canyon Drive – Adjacent from Address: 3168, 3130 and 3150          |

**Coldwater Canyon Open Space - Mulholland**

| APN          | Park Name                                | Address   |
|--------------|--|---|
| 2385-018-908 | Coldwater Canyon Open Space - Mulholland | Along Coldwater Canyon Avenue; Potosi Avenue; Glenwood street; Briarwood Drive and Longridge Ave. |
| 2385-022-900 | Coldwater Canyon Open Space - Mulholland | Adjacent to 3531 Coldwater Canyon Avenue.   |
| 2385-018-907 | Coldwater Canyon Open Space - Mulholland | North of 12895 Mulholland Drive.  |

**Mulholland Coldwater Canyon**

| APN          | Park Name            | Address                            |
|--------------|----------------------|------------------------------------|
| 2385-001-900 | Mulholland Coldwater | 12945 Mulholland Drive             |
| 2385-001-901 | Mulholland Coldwater | Adjacent to 12961 Mulholland Drive |
| 2385-001-902 | Mulholland Coldwater | Adjacent to 12961 Mulholland Drive |

BIDDER NAME: \_\_\_\_\_  
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**Thrasher Property**

| APN          | Park Name         | Address           |
|--------------|-------------------|-------------------|
| 5561-003-900 | Thrasher Property | 1628 Blue Jay Way |

**Corbin Canyon**

| APN          | Park Name     | Address                        |
|--------------|---------------|--------------------------------|
| 2178-006-901 | Corbin Canyon | Winnetka Avenue Woodland Hills |
| 2178-003-900 | Corbin Canyon | Winnetka Avenue Woodland Hills |
| 2178-010-900 | Corbin Canyon | Ellenita Avenue Woodland Hills |
| 2178-010-902 | Corbin Canyon | Ellenita Avenue Woodland Hills |

**Beverly Glen Property**

| APN          | Park Name            | Address                           |
|--------------|----------------------|-----------------------------------|
| 4371-042-902 | Beverly Glen Surplus | E. of 1782 N. Beverly Glen Blvd.  |
| 4371-042-900 | Beverly Glen Surplus | Behind 1732 N. Beverly Glen Blvd  |
| 4371-042-906 | Beverly Glen Surplus | East of 1712 N. Beverly Glen Blvd |
| 4379-014-901 | Beverly Glen Surplus | 2599 Perdido Lane                 |
| 4379-022-900 | Beverly Glen Surplus | 2499 Perdido Lane                 |
| 4379-014-905 | Beverly Glen Surplus | 2565 North Beverly Glen Blvd.     |
| 4380-011-900 | Beverly Glen Surplus | 10420 West of Scenario Lane       |
| 4357-004-901 | Beverly Glen Surplus | N. of 1425 N DAVIES Drive         |
| 4371-046-901 | Beverly Glen Surplus | 10334 Caribou Ln                  |
| 4380-021-906 | Beverly Glen Surplus | 10037 Caribou Ln                  |
| 4380-021-907 | Beverly Glen Surplus | 10037 Caribou Ln                  |
| 4380-021-908 | Beverly Glen Surplus | 10037 Caribou Ln                  |
| 4380-021-909 | Beverly Glen Surplus | 10037 Caribou Ln                  |
| 4380-021-910 | Beverly Glen Surplus | 10037 Caribou Ln                  |

BIDDER NAME: \_\_\_\_\_  
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| APN          | Park Name            | Address                          |
|--------------|----------------------|----------------------------------|
| 4380-021-911 | Beverly Glen Surplus | 10037 Caribou Ln                 |
| 4380-021-904 | Beverly Glen Surplus | Behind 10230 Chrysanthemum Lane  |
| 4380-021-903 | Beverly Glen Surplus | Behind 10214 Chrysanthemum Lane  |
| 4371-017-900 | Beverly Glen Surplus | 1201 N Beverly Glen Blvd         |
| 4371-017-901 | Beverly Glen Surplus | 1107 N. Beverly Glen Blvd        |
| 4371-017-902 | Beverly Glen Surplus | 1105 N. Beverly Glen Blvd        |
| 4371-032-910 | Beverly Glen Surplus | 1480 N. Beverly Glen Blvd        |
| 4371-046-905 | Beverly Glen Surplus | SE. of 10301 Viretta Lane        |
| 4371-006-901 | Beverly Glen Surplus | Behind 1675 N. Beverly Glen Blvd |

|              |                      |                           |
|--------------|----------------------|---------------------------|
| 4379-006-907 | Beverly Glen Surplus | 2589 of Basil Lane.       |
| 4379-012-906 | Beverly Glen Surplus | End of Basil lane.        |
| 4380-030-902 | Beverly Glen Surplus | 10264 Seabury Lane        |
| 4380-030-901 | Beverly Glen Surplus | 10264 Seabury Lane        |
| 4380-029-900 | Beverly Glen Surplus | End of Seabury Lane       |
| 4380-030-900 | Beverly Glen Surplus | 2282 N. Beverly Glen Blvd |
| 4380-031-902 | Beverly Glen Surplus | 2298 N. Beverly Glen Blvd |
| 4371-015-900 | Beverly Glen Surplus | 1431 N. Beverly Glen Blvd |
| 4380-011-901 | Beverly Glen Surplus | End of Oletha lane        |
| 4380-015-906 | Beverly Glen Surplus | End of Oletha lane        |

### **Laurel Mulholland/ Partners**

| APN          | Park Name                  | Address                               |
|--------------|----------------------------|---------------------------------------|
| 5565-003-901 | Laurel Mulholland/Partners | Adjacent to 8078 Woodrow Wilson Drive |
| 5565-003-902 | Laurel Mulholland/Partners | Adjacent to 8078 Woodrow Wilson Drive |
| 5565-003-903 | Laurel Mulholland/Partners | Adjacent to 2739 Laurel Canyon Blvd   |
| 5565-003-904 | Laurel Mulholland/Partners | Adjacent to 8115 Amor Road            |
| 5565-003-905 | Laurel Mulholland/Partners | Adjacent to 2739 Laurel Canyon Blvd   |

### **Chuenga Pass Open Space**

| APN          | Park Name               | Address                |
|--------------|-------------------------|------------------------|
| 5549-001-904 | Chuenga Pass Open Space | 2912 Park Center Drive |

BIDDER NAME: \_\_\_\_\_  
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**Chalk Hills – Woodland Hills**

| APN          | Park Name              | Address                                      |
|--------------|------------------------|--|
| 2166-013-901 | Chalk Hills Open Space | Good Access Point: 20600 De La Guerra Street |
| 2166-013-900 | Chalk Hills Open Space | Good Access Point: 20600 De La Guerra Street |

BIDDER NAME: \_\_\_\_\_  
BID SUBMISSION FORM – Fuel Modification - March 21st, 2023.

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**

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

**STANDARD AGREEMENT**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (“MRCA”) a local public agency exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation & Park District, and the Rancho Simi Recreation & Park District pursuant to Section 6500 *et seq.* of the Government Code, through its Executive Officer Joseph T. Edmiston, and \_\_\_\_\_, (“Contractor”).

MRCA and Contractor hereby agree to the following:

Continued on the following three (3) pages and exhibits

**Company Name**

**MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY**

**, California**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Melissa Vega  
Contracts Officer

**FOR OFFICE USE ONLY**

|                                 |     |  |          |                              |
|---------------------------------|-----|--|----------|------------------------------|
| Amount                          | \$0 | AGREEMENT NUMBER<br>MRCA               | TAX ID # | Project Manager              |
| Amount Previously<br>Authorized | \$0 | Org Set<br>##.###.###.####.###.##.5114 |          | Ken Nelson<br>Division Chief |
| Total                           | \$0 | Project Name:<br>XXX                   |          |                              |



SCOPE OF WORK: Contractor shall perform brush clearance on \_\_\_\_\_ Property. Work shall be completed by \_\_\_\_\_, 2016 unless extended by MRCA staff. The scope is further defined in the Request for Bids and Contractor's Bid Submission Form.

TERM OF AGREEMENT: The term of this agreement shall run until 12/31/2017, unless previously terminated or extended. Prior to the completion date, either party may terminate this Agreement for any cause by providing the other party with thirty (30) days notice in writing. "Cause" is defined as a substantial default in performance.

In the event of termination by the MRCA prior to the completion date, the Contractor agrees to take all reasonable measures to prevent further costs to the MRCA under this Agreement, and the MRCA shall be responsible for any reasonable and noncancellable obligation incurred by the Contractor in the performance of this Agreement until the date of the notice to terminate, but only up to the unpaid balance of funding authorized under this Agreement.

In the event that the Contractor terminates this Agreement during the term of agreement as defined above, or fails to complete the project as described in the "Scope of Work", Contractor shall be liable for repayment to the MRCA of any amount paid by the MRCA under this Agreement for which work has not been performed. The MRCA may at its sole discretion consider extenuating circumstances and not require payment for work partially completed.

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.

COMPENSATION: Total compensation shall not exceed \$ \_\_\_\_\_. Contractor shall not incur additional expenses without the written prior approval of the Contracts Officer. Invoices shall clearly indicate services under this contract.

PAYMENT: Fees shall be paid to Contractor upon submission of invoices documenting completion of milestones and receipt of deliverables, no more often than monthly. Invoices for reimbursable expenses must contain detail of expenses and be supported by receipts. The Contractor shall not bill for any additional work beyond the amount authorized herein without the written approval of MRCA staff.

CONDITIONS:

1. Contractor agrees to indemnify, defend and save harmless the MRCA, its officers, agents, employees, and if applicable the granting agency from all Contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in any connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the MRCA.
3. 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.
4. Without written consent of the MRCA, this Agreement is not assignable by Contractor either in whole or part.
5. Contractor acknowledges that time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. Contractor, by signing the contract does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court had been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code 10296).
8. Contractor agrees to provide the MRCA with an executed Form 19 Nondiscrimination Compliance Statement, Exhibit B.
9. Contractor agrees that all terms and conditions apply to any sub-Contractors retained.
10. This agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures shall have the same force and effect as original signatures.
11. 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. 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.
12. 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 the bid specifications. 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.

13. 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.

14. 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. 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.

D. 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.

E. 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.

F. 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.

15. Labor Compliance Program. 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.

A. 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, however all other applicable provisions of the Labor Code are incorporated. 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.

B. 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.

### **List of Exhibits**

Exhibit A – Contractor’s Bid Submission Form

Exhibit B – Contractor’s Statement of Nondiscrimination

Exhibit C – Scope of Work – Refer to Bid Package dated   /  /

**Exhibit B - Form 19 Nondiscrimination Compliance Statement**

1. During the performance of this contract, the recipient, Contractor 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, Part , Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
3. Recipient, Contractor, 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 II, 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, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title