#### MOUNTAINS RECREATION & CONSERVATION AUTHORITY



Fire Division Head Quarters 1670 Las Virgenes Canyon Road Calabasas CA91302 Phone (818) 880-4752

#### 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 Conejo 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 necessary certifications 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 Croley at: <a href="leigh.croley@mrca.ca.gov">leigh.croley@mrca.ca.gov</a>. Any clarifications to questions will be provided in writing and posted to the MRCA website <a href="https://mrca.ca.gov/about/bid-on-a-project/">https://mrca.ca.gov/about/bid-on-a-project/</a>. Sealed bids must be mailed to King Gillette Ranch, located at 26800 Mulholland Hwy, Calabasas CA 91302, (Please address sealed bid 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.

#### Schedule of Date Deadlines

Deadline	Date	Time
Questions Accepted Until	March 03, 2025	2:00 PM
Clarifications to Questions	March 05, 2025	2:00 PM
Sealed Bids Submission	March 07, 2025	2:00 PM

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

- 1. Company Letterhead stationery attached to bid
- 2. Completed, signed Bid Submission Form and Schedule of Bid Items (3 pages)
- 3. Proof of insurance
- 4. Vendor W-9
- 5. List of (5) References in the Los Angeles area in the last 3 years. (New registered bidders only)

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.

**<u>Performance:</u>** 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 04:00 pm.

<u>Delivery:</u> 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. An extension of three days will be granted. If after three days' work still cannot be completed, **contractor must agree to pay liquid damages of \$200 per calendar day and for each consecutive calendar day thereafter**. MRCA reserves the right to cancel the work at that time without cost to MRCA.

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.

<u>Obligation of Bidder:</u> 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.

<u>Selection</u>: 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. The 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 Tile 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 \$15,000 or over will 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).

## NOTE: NOTIFICATION PAUSING ENFORCEMENT OF PW SYSTEM REQUIREMENTS - 1771.4(a)(3)

This is to notify interested parties that enforcement of contractor registration requirements as well as the requirement to submit electronic certified payroll records (eCPRs) to the Labor Commissioner using DIR's online eCPR system is temporarily paused for the period of 12 months, which runs from 6/22/2024 through 6/22/2025.

Awarding Agencies will not be penalized for hiring unregistered contractors nor need to withhold funds due to a contractor's inability to register nor provide eCPRs

due to system issues. Additionally, Awarding Bodies and Prime Contractors should not prevent contractors from bidding or working on a Public Works jobs as a result of their inability to register or submit certified payroll due to system issues. Once the stay of enforcement is lifted, contractors will not be required to retroactively submit eCPRs nor will they be required to retroactively register. It is important to note that the requirement to submit eCPRs is separate and distinct from the obligation in Labor Code section 1776 which is unaffected by this notice.

\*Contractors must keep payroll records should DIR asks to submit records later.

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.

<u>Bid Protest:</u> 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 protester 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 7<sup>th</sup>, 2025 A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY VENDOR INFORMATION Vendor Name: \_\_\_\_\_ Check One: 
Corporation Partnership ☐ Sole Proprietor Contact Person: \_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_ Tax ID: \_\_\_\_\_ Email: \_\_\_\_ If firm is a sole proprietor or partnership: Owner(s) of Company \_\_\_\_\_ DATE SUBMITTED: Total Bid: \_\_\_\_\_\_\$\_\_\_\_(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:			<del></del>	
Executed this	day of	, 2025 <u>at</u>	, California.	
BIDDER NAME: BID SUBMISSION FO	PRM – Fuel Modification –	March 7 <sup>th</sup> , 2025		

### SCHEDULE OF BID ITEMS: FUEL MODIFICATION per RFB dated March 7th, 2025

PROPERTY NAME	TOTAL ACRES	COST PER ACRE	TOTAL COST	PROPOSED COMPLETION DATE
Trebek Open Space	22.57	\$	\$	
Westridge	29.14	\$	\$	
Mandeville East	0.81	\$	\$	
Kenter Canyon	8.7	\$	\$	
Sepulveda Open Space	16.2	\$	\$	
Benedict Canyon	2.48	\$	\$	
Heidelburg Park	11.44	\$	\$	
Hilton Open Space	2.33	\$	\$	
Deervale	14.8	\$	\$	
Dixie Canyon Park	2.8	\$	\$	
Sheila Agnes	4.95	\$	\$	
Coldwater Canyon Mulholland	7.61	\$	\$	
Mulholland Coldwater Canyon	1.3	\$	\$	
Thrasher Property	8.74	\$	\$	
Corbin Canyon	5.22	\$	\$	
Beverly Glen Property	10.911	\$	\$	
Laurel Mulholland/Partners	3.044	\$	\$	
Cahuenga Pass Open Space	2.3	\$	\$	
Chalk Hills	8.6	\$	\$	

NOTE: ALL WORK MUST BE COMPLETED BY JUNE 5<sup>TH</sup>.

Total Bid Amount: \_\$\_

BIDDER NAME:

BID SUBMISSION FORM – Fuel Modification – March 7<sup>th</sup>, 2025

		TREBEK OPI	EN SPACE
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL
Trebek Open Space	5571-031-914	0.62025263	SE of 2000 Nichols Canyon Road
Trebek Open Space	5571-027-905	0.47116428	2024 North Curson Avenue
Trebek Open Space	5571-026-905	4.27055082	N of 2101 Wattles Drive
Trebek Open Space	5571-025-906	10.18345954	W. of 2394 Astral Drive
Trebek Open Space	5571-031-916	0.10447003	SE. of 2000 Nichols Canyon Road
Trebek Open Space	5571-025-905	1.10761889	E. of 2300 Astral Drive
Trebek Open Space	5571-027-904	3.35782126	W. of 1950 Wattles Drive Light and heavy fuel reduction
Trebek Open Space	5571-031-915	0.07553834	S. of 2000 Nichols Canyon Road
Trebek Open Space	5571-031-917	2.38504478	N. of 1881 Stanley Ave Light and heavy fuel reduction
	V	VESTRIDGE CA	NYON - BACK
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL
Westridge	4493-013-900	0.27148854	SE of 3400 Mandeville
Westridge	4492-031-901	2.53414911	2538 Cordelia road
			ATTENTION: 100 FOOT CLEARANCE ONLY! Across from
Westridge	4492-031-902	2.50624341	2562 Mandeville Canyon Rd
Westridge	4491-009-904	1.73822146	W of 2969 Mandeville Canyon
Westridge	4490-017-901	1.81512506	Gardenland area 3900 Mandeville Canyon rd
Westridge	4491-002-900	1.16291816	2909 Mandeville Canyon
Westridge	4491-010-900	0.76093219	2968 Mandeville Canyon
Westridge	4491-001-902	8.76624835	W of 3443 Mandeville Canyon
Westridge	4490-019-902	1.35606994	3720 Mandeville Canyon
Westridge	4490-019-900	0.76093219	3740 Mandeville Canyon Road "Hollyhock Fire Road"
Westridge	4490-011-905	1.36166531	3564 – 3750 Mandeville Canyon Road
Westridge	2292-014-902	2.91715581	3401 Green Vista Drive
Westridge	4490-011-904	3.19670587	Very large parcel surrounding Upper Mandeville Canyon
		MANDEVIL	LE EAST
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL
Mandeville East	4492-011-900	0.81057566	3246 Mandeville Canyon Road
		KENTER C	CANYON
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL
			N. Tigertail Road; Sky lane; N. Bundy Drive; Kenfield and
Kenter Canyon	4493-026-900	8.73667213	Chickory Lane
		SEPULVEDA O	PEN SPACE
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL
Sepulveda Pass	4368-001-900	1.28059177	N. of 1399 Casiano Road
Sepulveda Pass	4377-001-902	0.00961797	2101 Stratford Circle (at the end) (need gate code)
Sepulveda Pass	4378-001-904	1.75994762	E. of 2586 Casiano Road; Earl Court and Lancelot Lane.
			Parcel that parallels Aqua Verde drive; Via Cantare;
Sepulveda Pass	4378-001-907	7.26915129	Adagio Court; Azzure Court and Colina Strada Street.
Sepulveda Pass	4378-001-905	5.88763289	2712-2700 Casiano Road

		BENEDICT	CANYON
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL
Benedict Canyon	4383-026-901	0.18228776	S. of 10111 Westwanda Drive
Benedict Canyon	4383-026-900	0.16798899	S. of 10111 Westwanda Drive
Benedict Canyon	4371-024-904	0.05909367	E. of 928 Beverly Glen Blvd
Benedict Canyon James	4383-006-900	0.20284512	E. of 2200 Benedict Canyon Drive
Benedict Canyon	4383-007-900	0.25408021	S. of 9801 Portola Drive
Weisel/Benedict	4383-006-901	0.25408021	E. of 2200 Benedict Canyon Drive
Yoakum/Benedict	4384-011-900	0.28928257	NE. of 9675 Yoakum Drive
Boswell Donation	4383-020-900	0.14146703	end of Stowell lane
Boswell Donation	4383-019-901	1.1021797	end of Stowell lane
Boswell Donation	4383-019-900	0.14146703	end of Stowell lane
Boswell Donation	4383-020-901	1.1021797	end of Stowell lane
		HEIDELBUF	RG PARK
PARK NAME	APN	_	ENTRY POINT LOCATION
Heidelburg Park	5471-013-900	11.54443574	Moon Avenue – Mt Washington area of Los Angeles.
riciacidaligi aik	011101000		
		HILTON OPE	
PARK NAME	APN		ENTRY POINT LOCATION
Hilton Open Space	4493-015-902	1.51160318	Chalon Road; Mandeville Canyon and Shadow Canyon.
Hilton Open Space	4493-008-900	0.82605276	Chalon Road; Mandeville Canyon and Shadow Canyon
		DEERV	/ALE
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION
Deervale	2275-032-900	0.05202	Deervale Place
Deervale	2277-025-901	2.22	Stone Canyon Avenue
Deervale	2275-025-903	4.83	Sunny Oak Road
Deervale	2275-025-902	0.1	,
Deervale	2275-022-900	7.66	Beverly Glen Blvd
		DIXIE CANY	ON PARK
PARK NAME	APN	_	ENTRY POINT LOCATION TO PARCEL
Dixie Canyon Park	2386-007-900	2.61843183	Along Dixie Canyon Place and Mulholland Drive.
Dixie Canyon Park	2386-030-901	0.19129204	Adjacent to 13304 Newcomb Drive.
,	!	SHEILA AGNES	
PARK NAME	APN		ENTRY POINT LOCATION TO PARCEL
PARK NAIVIE	APIN	IUIAL ACRES IREATED	
Sheila Agnes Preserve	4382-023-900	2.99030308	Along Benedict Canyon Drive. Nearest address: West of 2781 Benedict Canyon Drive.
Sileila Agries Freserve	4302-023-900	2.99030300	Along Benedict Canyon Drive (nearest crossroad is Mulholland
Sheila Agnes Preserve	4382-024-901	0.8470713	Drive)
- I I I I I I I I I I I I I I I I I I I		0.0 00	Along North Beverly Glen Blvd (nearest cross road is
Sheila Agnes Preserve	4382-024-902	0.03576832	Mulholland Drive)
			Along Benedict Canyon Drive – Adjacent from Address: 3168,
Sheila Agnes Preserve	4382-024-903	1.08203107	3130 and 3150
	COLI	DWATER CANY	ON MULHOLLAND
PARK NAME	APN		ENTRY POINT LOCATION TO PARCEL
I / W W C I W WVIL	/ A 14	TOTAL MONEO INLATED	Along Coldwater Canyon Avenue; Potosi Avenue;
ColdWater Mulholland	2385-018-908	6.8091722	Glenwood street; Briarwood Drive and Longridge Ave.
ColdWater Mulholland	2385-022-900	0.78689082	Adjacent to 3531 Coldwater Canyon Avenue.
ColdWater Mulholland	2385-022-900	0.02282934	North of 12895 Mulholland Drive.
Cold Water Willim Dilatio	200-010-30/	0.02202304	INOTAL OF 12033 INTUINIONALIA DELIVE.

			WATER CANYON
PARK NAME	APN		ENTRY POINT LOCATION TO PARCEL
Mulholland Coldwater	2385-001-900	0.8297567	12945 Mulholland Drive
Mulholland Coldwater	2385-001-901	0.23853771	Adjacent to 12961 Mulholland Drive
Mulholland Coldwater	2385-001-902	0.24535989	Adjacent to 12961 Mulholland Drive
		THRASHER F	PROPERTY
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL
Thrasher Property	5561-003-900	8.7487838	Blue Jay Way
		CORBIN C	ANYON
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL
Corbin Canyon	2178-006-901	1.96482135	Winnetka Avenue Woodland Hills
Corbin Canyon	2178-003-900	1.02963043	Winnetka Avenue Woodland Hills
Corbin Canyon	2178-010-900	0.5875413	Ellenita Avenue Woodland Hills
Corbin Canyon	2178-010-902	1.64648306	Ellenita Avenue Woodland Hills
		BEVERLY GLEN	J PROPERTY
PARK NAME	APN		ENTRY POINT LOCATION TO PARCEL
Beverly Glen Property	4371-042-902	0.47166442	E. of 1782 N. Beverly Glen Blvd.
Beverly Glen Property	4371-042-902	0.47166442	Behind 1732 N. Beverly Glen Blvd
Beverly Glen Property	4371-042-900	0.47100442	East of 1712 N. Beverly Glen Blvd
			2599 Perdido Lane
Beverly Glen Property	4379-014-901	0.20660851	
Beverly Glen Property	4379-022-900	0.06426677	2499 Perdido Lane
Beverly Glen Property	4379-014-905	0.25742979	2565 North Beverly Glen Blvd.
Beverly Glen Property	4380-011-900	0.12352563	10420 West of Scenario Lane
Beverly Glen Property	4357-004-901	0.67739155	N. of 1425 N DAVIES Drive *
Beverly Glen Property	4371-046-901	0.588108	10334 Caribou Ln
Beverly Glen Property	4380-021-906	0.05739337	10037 Caribou Ln
Beverly Glen Property	4380-021-907	0.0573965	10037 Caribou Ln
Beverly Glen Property	4380-021-908	0.05739496	10037 Caribou Ln
Beverly Glen Property	4380-021-909	0.05740035	10037 Caribou Ln
Beverly Glen Property	4380-021-910	0.05739882	10037 Caribou Ln
Beverly Glen Property	4380-021-911	0.05739464	10037 Caribou Ln
Beverly Glen Property	4380-021-904	0.11690962	Behind 10230 Chrysanthemum Lane
Beverly Glen Property	4380-021-903	0.1155002	Behind 10214 Chrysanthemum Lane
Beverly Glen Property	4371-017-900	1.04925201	1201 N Beverly Glen Blvd
Beverly Glen Property	4371-017-901	0.17764329	1107 N. Beverly Glen Blvd
Beverly Glen Property	4371-017-902	0.06254593	1105 N. Beverly Glen Blvd
Beverly Glen Property	4371-032-910	0.05440654	1480 N. Beverly Glen Blvd
Beverly Glen Property	4371-041-904	1.04925201	SE. of 10301 Viretta Lane
Beverly Glen Property	4371-046-903	1.04925201	SE. of 10301 Viretta Lane
Beverly Glen Property	4371-046-905	1.04925201	SE. of 10301 Viretta Lane
Boyerhy Olara Drivers	4371 029 004	0.0550004	1116 N. Beverly Glen Blvd - * NEED to call MR. Chang to gain
Beverly Glen Property	4371-028-904	0.0559821	entry - #310-709-3805
Beverly Glen Property	4371-006-901	0.23875921	Behind 1675 N. Beverly Glen Blvd
Beverly Glen Property	4379-006-907	0.7395173	2589 of Basil Lane.
Beverly Glen Property	4379-012-906	0.04264904	End of Basil lane.
Beverly Glen Property	4380-030-902	0.0559821	10264 Seabury Lane
Beverly Glen Property	4380-030-901	0.22845826	10264 Seabury Lane
Beverly Glen Property	4380-029-900	0.01792875	End of Seabury Lane
Beverly Glen Property	4380-030-900	0.12132148	2280 N. Beverly Glen Blvd
Beverly Glen Property	4380-003-901	0.04045525	2280 N. Beverly Glen Blvd
Beverly Glen Property	4380-031-902	0.23875921	2298 N. Beverly Glen Blvd
Beverly Glen Property	4380-011-901	0.220342	End of Oletha Lane
Beverly Glen Property	4380-015-906	0.220342	End of Oletha Lane
Beverly Glen Property	4371-015-900	0.04264904	1431 N. Beverly Glen Blvd
Beverly Glen Property	4379-006-909	0.7395173	Off of Basil Lane
Beverly Glen Property	4379-006-908	0.7395173	Off Basil Lane

LAUREL/MULHOLLAND PARTNERS				
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL	
Laurel/Mulholland/Partners	5565-003-903	0.97024603	Amor Road	
Laurel/Mulholland/Partners	5565-003-904	0.97024603	Amor Road	
Laurel/Mulholland/Partners	5565-003-905	0.55181523	Amor Road	
Laurel/Mulholland/Partners	5565-003-900	0.55181523	Amor Road	
	C	AHUENGA PASS	S OPEN SPACE	
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL	
Cahuenga Pass	5549-001-904	1.8825499	2912 Park Center Drive	
CHALK HILLS OPEN SPACE				
PARK NAME	APN	TOTAL ACRES TREATED	ENTRY POINT LOCATION TO PARCEL	
Chalk Hills	2166-013-900	2.26233602	20600 De La Guerra Street	
Chalk Hills	2166-013-901	6.34459802	20600 De La Guerra Street	







#### **MOUNTAINS RECREATION & CONSERVATION AUTHORITY**

Fire Division Head Quarters 1670 Las Virgenes Canyon Road Calabasas CA91302 Phone (818) 880-4752

#### STANDARD AGREEMENT

This agreement is made and entered into on this day of Month day, year 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 Name of Contractor. ("Contractor").

MRCA and Contractor hereby agree to the following:

Continued on the following seven (7) pages including exhibits.

Contractor Address	MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
Signature	Signature
name Title	Lillian Ikuta Contracts Officer

#### FOR OFFICE USE ONLY

Amount	\$0000	AGREEMENT NUMBER MRCA xxxxxx	TAX ID # xxxxxx	Leigh Adams Croley Project Manager
Amount Previously Authorized	\$0	Org Set 24.499.446.3807.99	9.56.5114	Ken Nelson Division Chief
Total	\$000	Project Name: xxxxxx		

SCOPE OF WORK: Description of work

#### CONTRACTOR'S RESPONSIBILITY:

- 1. \_Each invoice submitted must be accompanied by one (1) set of Before, During, and After photographs, per parcel, in order to track and document the project's progress. Contractors must label and organize photographs using the "timestamp camera" app which will add time, location and GPS coordinate watermarks to photos captured. Each parcel set of before, during and after pictures must be formatted to one page, and labeled with Before, date, property name, parcel number and contractor's name; During, date, property name, parcel number, Contractor's name; After, date, Property name, parcel number, Contractor's name. (Please see Exhibit D as an example of picture set up)
- 2. Grass or brush clearance operations shall not be conducted on red flag days.
- 3. Individuals engaged in grass or brush clearance operations shall not engage in any other activities during their actual clearance of grass or brush.
- 4. Individuals in grass or brush clearance operations shall use an appropriate extinguishing agent immediately to extinguish a fire.
- 5. All fires, regardless of size, shall be reported immediately via the 911 system to the fire department.
- 6. A Class 2-A (2) gallon water fire extinguisher, pressurized garden hose with attached nozzle (fully open), or comparable pressurized Class 2 -A extinguishing device, shall be within 10 feet of any grass or brush clearance operation.
- 7. Where a gasoline container is present at the site of the grass brush clearance operation, at minimum a **4A60 BC** dry chemical fire extinguisher shall be within 10 feet of the brush clearance operations.
- 8. A cell phone capable of dialing 911 shall be charged and readily accessible to the grass or brush clearance operation.
- 9. A safety strap shall be used at all times with hot exhaust. Hot exhaust shall not come in contact with any brush, grass, flash fuels, or other flammable material.
- 10. If the area is considered within a "High fire severity zone", contractors are prohibited from having smoke breaks on MRCA parcels.

<u>TERM OF AGREEMENT</u>: The term of this agreement shall run from <u>Date</u> until <u>Date</u> 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.

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.

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

<u>PAYMENT:</u> Fees shall be paid to Contractor once inspection passes, and upon submission of invoices, along with Before, During and After photographs documenting projects start to completion. 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 -
- 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. Time of the Essence. It is understood and agreed by both MRCA and Contractor that time is of the essence in this Agreement.

- 15. 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 dollars (\$200) 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 unpaid balances, or progress payments. In the event that the 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.
- 16. 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. <u>Labor Compliance Program</u>. 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. (\*As noted in the RFB's, there is a notification pausing enforcement on the systems requirements, but contractor must keep payroll records should DIR ask to submit records later).

### **List of Exhibits**

Exhibit A – Contractor's Proposal

Exhibit B - Contractor's Statement of Nondiscrimination

Exhibit C - Notice of Intent to Award

# Exhibit A Contractor's Proposal

## Exhibit B Contractor's Statement of Nondiscrimination

#### **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

# Exhibit C Notice of Intent to Award