

# WALKER CREEK WATERSHED ENHANCEMENT PROGRAM

*funded by grants from the*  
CALIFORNIA DEPARTMENT OF FISH & GAME  
*and*  
STATE COASTAL CONSERVANCY

*sponsored by the*  
MARIN RESOURCE CONSERVATION DISTRICT

## REQUEST FOR COST PROPOSAL

RANCH NAME GULLY AND HEADCUT REPAIRS COMPONENT

Date

**Marin Resource Conservation District**  
P.O. Box 1146  
Point Reyes Station, CA 93956  
415-663-1170

**WALKER CREEK WATERSHED RESTORATION**  
**RANCH NAME GULLY AND HEADCUT REPAIRS COMPONENT**

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**WALKER CREEK WATERSHED ENHANCEMENT PROGRAM**  
**NAME GULLY AND HEADCUT REPAIRS COMPONENT**

**INSTRUCTIONS TO BIDDERS**

**INTRODUCTION**

This project, part of the Walker Creek Watershed Enhancement Program, is being constructed by the Marin Resource Conservation District (MRCD) with grants from the California Department of Fish & Game and the State Coastal Conservancy. The MRCD is a division of state government and is responsible for conservation of soil, water, and related resources.

For the purposes of the bid documents, "Owner" shall mean the MRCD Board of Directors and "Project Engineer" shall mean Prunuske Chatham, Inc. (PCI). Work will be supervised by PCI, P.O. Box 828, Occidental, CA 95465, as representatives of the MRCD.

**SCOPE OF WORK**

The primary objective of this project is a series of gully and headcut repairs upland of an ephemeral tributary to Chileno Creek on the Ranch Name Ranch.

Proposals are invited to supply all labor, equipment, materials, and miscellaneous items necessary to install gully and headcut repair measures as specified and outlined in the plans and specifications, which are attached.

**LOCATION**

The ? Ranch property is accessible from 6245 ? Road in western Marin County.

**SUBMISSION OF COST PROPOSAL**

Cost Proposals shall be submitted on the Cost Proposal forms attached hereto. Submit the entire Request for Bids package with the Cost Proposal forms completely filled out.

**PREVAILING WAGES**

This contract is subject to Section 1773.2 of the California Labor Code. Copies of the

prevailing rates as determined by the Director of the Department of Labor Relations are on file at the MRCD office, Point Reyes Station, and shall be posted by the Contractor at the job site(s). Contractor shall maintain certified payroll records on forms approved by the Project Engineer throughout the duration of the project and for a period of two years thereafter. These records shall be made available to the MRCD or its authorized representative on request.

#### **PLANS AND WORK SITE(S)**

The submission of a bid shall constitute certification by the bidder that they have:

- A. Visited the site to familiarize themselves with all local conditions that in any manner affect cost, progress, or performance of the work.
- B. Familiarized themselves with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the cost, progress, or performance of the work.
- C. Have thoroughly examined and understand the bid documents, plans, and specifications.

#### **ENVIRONMENTALLY SENSITIVE AREAS**

This construction site is considered an environmentally sensitive area. The contractor shall take all precautions and measures necessary to protect the environmental integrity of the site including, but not limited to, the protection of all plants, animals, and aquatic life. The following is an integral aspect of this construction project:

- A. All vehicles and equipment on the site must not leak any type of hazardous materials such as oil, hydraulic fluid, or fuel. Vehicles and equipment must be inspected and approved by the inspector before use. Fueling shall take place outside of the riparian corridor.
- B. Contractor shall have emergency spill clean up gear (spill containment and absorption materials) and fire equipment (see section J.1 "Fire Precautions" in Contract Supplementary Terms and Conditions) available on site at all times. These items are to be reviewed by inspector before construction begins.
- C. Access to the site must be thoroughly reviewed with the Project Engineer or inspector. Exact location of access way, number of trips planned, and type of

vehicles used shall be discussed. Contractor shall be responsible for repairing, at his own cost above and beyond the scope of work, any damage to the site caused by access not approved by the inspector. Also see section J.2 "Protection of Property" in Contract Supplementary Terms and Conditions.

- D. Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the inspector or removed from the site at the end of each working day. Upon completion of work, contractor is responsible for removing all of these unwanted items to the satisfaction of the Project Engineer and/or inspector.

#### **CONTRACT DOCUMENTS**

Attached to this Request for Bids are copies of contract documents, including a sample Contract and the MRCD Contract Supplementary Terms and Conditions. The Standard General Conditions of the Construction Contract dated 1996 and the project specifications that were included in the draft RFP are also incorporated by reference to this contract. Bidders are expected to thoroughly examine and understand the contents of each of these documents, which contain pertinent and specific information regarding every aspect of project construction. These contract documents will be included in the final contract made between the successful bidder and the MRCD.

The latest edition of the Standard Specifications of the State of California, Division of Transportation, shall govern operations and materials (but not pricing) for this project except where otherwise indicated in the specifications and on the plans. The Caltrans Standard Specifications are included as part of this contract by reference.

#### **LICENSES**

This job requires a California State Contractor's License, Classification A or C27.

#### **BID SECURITY**

Bid security in the amount of five percent (5%) of the bid price in the form of a certified check or bid bond is required.

If the Contract value is greater than twenty thousand dollars (\$20,000), the CONTRACTOR shall provide a performance bond in favor of the MRCD in the amount

of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the MRCD in the amount of one hundred percent (100%) of the contract price.

The successful bidder's security will be retained until he/she has entered into a bona fide contract with the MRCD and has supplied the necessary insurance certificates and performance bonds, if required. Failure to enter into a contract or to provide the proper required bonds and/or certificates of insurance will result in both forfeiture of the bid security and status as the successful bidder. The bid/bond/certified check will be returned to the unsuccessful bidders no later than July 31, 2002. Bids submitted without bid security will not be accepted.

#### **STATE AGENCY GRANT FUNDING**

This project is funded by a grant from the California Department of Fish & Game and the State Coastal Conservancy. Payment policy and instructions for vendors are attached hereto as Exhibit A.

#### **PROJECT TIMELINE**

June 28, 2002	1:30 p.m. Bid Tour. Meet in the parking lot at ##### Road
July 8, 2002	10:00 a.m. Cost proposal due at RCD office. 80 4 <sup>th</sup> Street, Point Reyes Station, CA 94956
July 10, 2002	Award of Contract by MRCD Board.
July 24, 2002	Latest date for formation of contract and provision of proof of insurance and required bonds, if any. Return of bid bond/certified check to successful Contractor or declaration of default for failure to form a contract.
July 31, 2002	Return of bid bonds/certified checks to unsuccessful bidders.
August 30, 2002	Latest start of work.
October 1, 2002	Latest completion of work.

No work shall begin until authorized by the MRCD or its agent. The timeline may be adjusted for delays such as inclement weather or saturated soil conditions at the discretion of the MRCD.

**PERMITS**

The MRCD will obtain the necessary permits from the California Department of Fish & Game and the Regional Water Quality Control Board. Copies will be provided to the Contractor and shall be available at the construction site at all times. No work may occur until all permits are available.

**INSPECTIONS**

All work performed on this project shall be subject to regular inspections. The Contractor shall not cover up any work prior to these inspections. Inspection shall occur during construction and at job completion.

## **COST PROPOSAL**

To: Board of Directors, Marin Resource Conservation District

We, the undersigned, having familiarized ourselves with local conditions affecting the cost of work to be done, along with the cost proposal and contract documents, hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete, ready for use, gully and headcut repair measures at the ? Ranch property as specified and outlined in the plans and specifications, which are attached, and as are described below in the Description of the Work section.

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the MRCD for the rates and prices for said work as indicated below.

We, the undersigned, understand that the contract is a lump sum contract. The Contractor cannot be paid over the sum not to exceed without a change order from the Project Manager. The Contractor must bid on all parts of this project. The MRCD will not be responsible for any loss of anticipated profits due to reductions in the size of the contract.



Marin County Resource Conservation District  
Request for Cost Proposal  
Ranch Name Gully and Headcut Repairs Component  
June 21, 2002

**Total Bid:**

\$ \_\_\_\_\_  
**(in numbers)**

**Total Bid:**

\$ \_\_\_\_\_  
**(in words)**

**Add-on work**

Proposals for additional work or materials that would increase the cost of the contract must be submitted and approved before the materials are purchased or the work is done. For add-on work, if requested, the following equipment, labor, and materials rates will be used to determine compensation:

15.1 Materials purchased and delivered to the site: Contractor's purchase cost, as documented by sales receipts, plus \_\_\_\_\_ percent for contractor handling and profit.

15.2 List all equipment you expect to use on the project and a cost per hour, including the operator.

\_\_\_\_\_, \$ \_\_\_\_\_/hour

\_\_\_\_\_, \$ \_\_\_\_\_/hour

\_\_\_\_\_, \$ \_\_\_\_\_/hour

15.3 For labor costs per hour, list all classifications of labor or individuals and a rate per hour.

\_\_\_\_\_, \$ \_\_\_\_\_/hour

\_\_\_\_\_, \$ \_\_\_\_\_/hour

\_\_\_\_\_, \$ \_\_\_\_\_/hour

List (if any) subcontractors you are planning to use on this project. Provide company name and California license number and classification.

Name of Subcontractor \_\_\_\_\_,

License # \_\_\_\_\_ Classification \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_,

License # \_\_\_\_\_ Classification \_\_\_\_\_

I hereby certify that 1.) all of the statements herein made by me are made on behalf of:\_\_\_\_\_

A.) a corporation organized and existing under the laws of the State of California,  
governed by:

President \_\_\_\_\_

Vice-President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

or B.) a partnership consisting of:

\_\_\_\_\_ and

\_\_\_\_\_;

or C.) an individual trading as:

\_\_\_\_\_

in the County of \_\_\_\_\_, State of \_\_\_\_\_

- 2.) that I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;
- 3.) that I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
- 4.) that I have full authority to make such statements and to submit this bid on the Company's behalf; and
- 5.) that the statements herein are true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Calif. Contractor's License No. \_\_\_\_\_ Classification \_\_\_\_\_ Expires \_\_\_\_\_

Name of Qualifier for License \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

Company Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

Project Representative \_\_\_\_\_

Representative's Phone No. \_\_\_\_\_

## CONTRACT

This Contract is between the Marin Resource Conservation District, hereinafter called "MRCD," and \_\_\_\_\_ hereinafter called "Contractor." The effective date of this Contract is July \_\_\_\_\_, 2002.

The MRCD is a political subdivision of the state of California. The Contractor is an independent contractor, and all persons employed by the Contractor in connection with works covered by this Contract are not to be considered employees of the MRCD in any respect whatsoever.

For the considerations stated herein, the MRCD and the Contractor agree as follows:

A. Contractor shall, at his/her own risk and expense, provide all labor, materials, necessary tools, equipment, rock delivery, and all utility and transportation services required to complete all of the work for the project described as the Walker Creek Watershed Enhancement Program, Ranch Name Gully and Headcut Repairs Component in accordance with this Contract, and all attached and referenced contract documents, under the supervision of the MRCD and its authorized agents.

B. The MRCD shall pay to the Contractor a sum not to exceed \$\_\_\_\_\_, as full consideration for the faithful performance of this contract, in accordance with this Contract, the Contractor's accepted Cost Proposal to the MRCD, and all attached contract documents. Said sum may be adjusted by change orders approved in writing by the MRCD.

C. The undersigned certifies that the Contractor understands and agrees to act in accordance with the contents of each of the contract documents itemized below and attached hereto and/or incorporated herein by reference.

- 1) This Contract;
- 2) MRCD Contract Supplementary Terms and Conditions;
- 3) Standard General Conditions of the Construction Contract dated 1996;

- 4) Plans and Specifications titled as Walker Creek Watershed Enhancement Program, ? Gully and Headcut Repairs;

- 5) Request for Cost Proposal including Instructions to Bidders and Contractor's Cost Proposal, as accepted by the MRCD;
- 6) Addenda as listed below:
  - Exhibit A: Instructions for Vendors

D. All modifications, additions, or changes to this Contract shall be in writing and signed by the MRCD and/or the Project Engineer

In witness hereof, the parties hereto have entered into this Contract .

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Printed Full Name of Contractor Date

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Signature of Contractor's Authorized Representative Date

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Printed Name and Title of Contractor's Authorized Representative Date

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Signature of the President of the MRCD Board of Trustees Date

## **WALKER CREEK WATERSHED ENHANCEMENT PROGRAM ? GULLY AND HEADCUT REPAIRS COMPONENT**

### **DESCRIPTION OF THE WORK**

#### **Location:**

The project site is located on the ? Ranch at ##### Road in western Marin County.

#### **Description of Work:**

The scope of work will be contingent upon available funding. The project may involve all of the work indicated on the attached plans and specifications or it may involve work from the downslope energy dissipater upslope to Sta. 5+02 only. Please provide two cost estimates for the following work:

1. Install eight loose rock headcut repairs, one rock grade control structure, and one loose rock energy dissipator. Project component includes minor grading, fabric placement, rock placement, spreading of excavation spoils, seeding and mulching of all disturbed soils and spoils pile.
2. Install five loose rock headcut repairs (from the downslope energy dissipator upslope to Sta. 5+02), one rock grade control structure, and one loose rock energy dissipator. Project component includes minor grading, fabric placement, rock placement, spreading of excavation spoils, seeding and mulching of all disturbed soils and spoils pile.



## CONTRACT SUPPLEMENTARY TERMS AND CONDITIONS

### A. DEFINITIONS AND TERMS

OWNER or MRCD: OWNER or MRCD shall mean the Marin Resource Conservation District, a division of government of the state of California and the sponsor of the Walker Creek Watershed Enhancement Program.

PROJECT ENGINEER: PROJECT ENGINEER shall mean ##### the authorized agent of the MRCD, who shall act within the scope of their authority as the representative of the MRCD during the term of the Contract.

LANDOWNER: LANDOWNER shall mean the owner(s) of the property on which the project is being constructed.

CONTRACTOR: CONTRACTOR shall mean the contractor who has signed the Contract and any subcontractors.

### B. PRELIMINARY MATTERS

#### 1. Governing Laws

This Contract is formed under the laws of the state of California. The CONTRACTOR agrees to abide by all applicable state of California and United States government laws and to conform to all applicable ordinances of the County of Marin.

#### 2. Plans and Specifications

The latest edition of the Standard Specifications of the State of California, Division of Transportation is made a part of this Contract by reference and shall govern operations and materials for this project, except where otherwise indicated in the project specifications and on the plans.

#### 3. Conflicts in Contract Documents

In cases of ambiguities or conflicts in language, the following order of documents shall prevail in the interpretation of this Contract:

- a. Drawings
- b. Project Specifications
- c. MRCD Contract Supplementary Terms and Conditions
- d. Standard Specifications of the State of California, Division of Transportation, latest edition

e. Standard General Conditions of the Construction Contract dated 1996.

4. Permits

The PROJECT ENGINEER is responsible for all permit acquisition for this project.

5. Schedule of Work

CONTRACTOR shall abide by the latest start of work and completion of work dates as set forth in the Project Timeline contained in the Instructions to Bidders section of the Request for Bids or, if applicable, by the dates as adjusted by the MRCD for delays due to inclement weather or saturated soil conditions.

6. Delivery of Documents Prior to Start of Construction

The CONTRACTOR shall submit his/her specific timeline/workplan to the PROJECT ENGINEER by the latest start work date as set forth in the Project Timeline or, if applicable, by the latest start work date as adjusted by the MRCD.

CONTRACTOR shall submit required performance bonds and certificates of insurance to the MRCD prior to commencing any work on the project.

The CONTRACTOR shall use the following address(es) for delivery of required documents:

MRCD: Marin Resource Conservation District  
P.O. Box 1146  
Point Reyes Station, CA 94956

PROJECT #####  
ENGINEER:

**C. LEGAL RELATIONS AND RESPONSIBILITIES**

1. The contract prices paid for the work shall include full compensation for all taxes that the CONTRACTOR is required to pay, whether imposed by federal, state, or local government, including, without being limited to, state and federal payroll taxes, withholding taxes and Social Security, federal excise tax, and federal transportation tax. No tax exemption certificate nor any document designed to exempt the CONTRACTOR from payment of any tax will be furnished to CONTRACTOR by the MRCD as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to

this Contract. CONTRACTOR agrees to indemnify and hold the MRCD harmless from any liability that it may incur to the federal, state, or local governments as a consequence of this Contract.

2. Prevailing Wage Rates

Reference is made to the list of General Prevailing Wage Rates established by the Director of the Department of Industrial Relations, State of California. The provisions of Chapter 1, Part 7, of the California Labor Code with respect to wages, hours, discrimination, and worker's compensation benefits are applicable to this construction contract. CONTRACTOR is expected to familiarize himself/herself with these provisions. Copies of the prevailing wage rates are on file at the MRCD office and shall be posted by the CONTRACTOR while working at the job site.

The rates for authorized overtime in excess of eight hours in any single working day and for authorized work on Saturdays, Sundays and other holidays shall not be less than the overtime rates indicated on the list. For any classification not included on the list, the rate shall not be less than one and one half (1-1/2) times the straight time wage for that classification. Holidays shall be those days listed as such under applicable collective bargaining agreements and any other day established as a general legal holiday by proclamation of the Governor of California or the President of the United States.

In the event it becomes necessary for the CONTRACTOR or any subcontractor to employ on the work under this Contract any person in a trade or occupation not covered on the list of prevailing wage rates (except executive, supervisory, administrative, clerical, or other non-manual workers as such), the CONTRACTOR shall immediately notify the PROJECT ENGINEER, who will promptly contact the Director of the Department of Industrial Relations to determine the prevailing rate for such additional trade or occupation. The PROJECT ENGINEER shall furnish the CONTRACTOR with the minimum rate based thereon, which shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment. The PROJECT ENGINEER may request at any time, and the CONTRACTOR shall provide, certified payroll records indicating all wages paid to all workers on the project for the time period requested. Forms for this purpose shall be approved by the PROJECT ENGINEER.

**D. PRICING**

1. The pricing for this Contract shall be as set forth in the CONTRACTOR's Cost Proposal as accepted by the MRCD.
2. Substantial variations in the Contract size may occur. The authority for making changes to the Contract lies with the PROJECT ENGINEER. The MRCD will not be responsible for any loss of anticipated profits due to reductions in the size of the Contract.
3. If the PROJECT ENGINEER determines that additional work on the project is necessary, a change order to the Contract may be formed. Unit prices for equipment, materials, and labor, as set forth in Section 15 of the CONTRACTOR's Cost Proposal, shall form the basis of pricing for any additional work covered by a change order. The total value of the Contract shall then be adjusted by the value of each change order. Work performed under any change order shall be subject to the same terms and conditions, and contract documents, as work performed under the original agreement.

**E. MEASUREMENT AND PAYMENT**

1. The MRCD may withhold from any estimate due the CONTRACTOR a sum sufficient to protect the MRCD from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of CONTRACTOR to make payments properly to subcontractors or for equipment, material, or labor, (d) a reasonable doubt that the Contract can be completed for the balance then unpaid, and/or (e) damage to another contractor on the project. Such amounts withheld shall be paid upon removal of grounds for withholding payment.
2. CONTRACTOR is expected to correct defective work rejected by the inspector or PROJECT ENGINEER in a timely manner. In summer months (June 21 to September 21), ten (10) days will be allowed for CONTRACTOR to complete defective work. In the fall (after September 21), when timing is crucial because of the impending rainy season, five (5) days will be allowed. When work is not complete within these time frames, the PROJECT ENGINEER may order a third party to complete the work at the expense of the CONTRACTOR.
3. Partial payment shall cover work completed through the 25th calendar day of each month for contracts where the number of working days exceeds twenty (20). No partial payments shall be made for contracts having a time limit of

twenty (20) working days or less, unless completion has been significantly delayed by causes that are clearly not the fault of the CONTRACTOR.

When partial payments are to be made, the CONTRACTOR shall submit an estimate of the total amount of work accomplished, which will show the computed amount due, to the PROJECT ENGINEER for approval. No partial payments will be made for materials stored on the job but not yet installed.

Upon receipt of the PROJECT ENGINEER'S approval of the estimate, the CONTRACTOR shall submit a covering invoice to the MRCD. Upon receipt of the invoice, the MRCD will schedule approval and payment at the next scheduled meeting of the MRCD Board of Directors.

4. Liquidated Damages

The MRCD and the CONTRACTOR agree that the MRCD will suffer financial loss if the work is not completed by the date indicated in the Project Timeline contained in the Instructions to Bidders section of the Request for Bids. Therefore, the CONTRACTOR shall pay the MRCD fifty dollars (\$50.00) for each day the work remains uncompleted and unaccepted after the latest completion of project date.

5. Risks Associated with Inclement Weather

The CONTRACTOR shall assume all risk of damage to works in progress until final acceptance by the MRCD. The CONTRACTOR accepts risk of all costs associated with delays resulting from inclement weather.

6. Final Payment

Upon completion of the work, the CONTRACTOR shall submit a final accounting of all work accomplished, showing the computed amount due, to the PROJECT ENGINEER for approval. Upon approval and acceptance of the work by the PROJECT ENGINEER, the CONTRACTOR shall submit his/her final invoice to the MRCD. Notice of completion will be filed and retention of moneys will be paid as required by the laws of the state of California relating to mechanics' liens.

All prior partial estimates and payments shall be subject to correction in the final accounting and payment.

Contractor shall provide copies of receipts for materials to PROJECT ENGINEER.

In the absence of a formal claim filed by the CONTRACTOR, the final accounting shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract, the amount of work done thereunder, and compensation paid therefor.

Final payment of retention does not free the CONTRACTOR from any obligations arising out of the performance of work on this Contract. The final ten percent (10%) of payment to the CONTRACTOR will be retained until final completion of the project and payment has been received and processed by the MRCD.

7. State Agency Grant Funding

This project is funded by a grant from the California Department of Fish & Game and the State Coastal Conservancy. Payment policy and instructions for vendors are attached hereto as Exhibit A.

**G. INSURANCE REQUIREMENTS**

1. The following paragraphs, which are contained within the Standard General Conditions of the Construction Contract, are superseded by the contents of this section, and shall not apply to this Contract: Paragraphs 5.05, 5.06, 5.07, 5.08, 5.09, 5.10 under Article 5: Bonds and Insurance, and Paragraph 8.06 under Article 8: Owner's Responsibilities.
2. CONTRACTOR agrees to procure and maintain insurance of the kinds and amounts hereinafter provided in insurance companies authorized to do business in the state of California, covering all operations under this Contract, whether performed by him/her or subcontractors. There is no Owner-provided insurance program for this project.
3. Before commencing any work on the project, CONTRACTOR shall furnish to the PROJECT ENGINEER and the MRCD a certificate(s) signed by an authorized representative of the insurance company(ies) showing the CONTRACTOR has satisfactorily complied with the insurance provisions herein.
4. The kinds and amounts of insurance required are as follows:
  - a. Worker's Compensation Insurance  
CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance, including Employer's Liability Insurance of not less than one million dollars (\$1,000,000) for

injury or death per accident, in accordance with the Worker's Compensation laws of the state of California.

b. Public Liability and Property Damage Insurance

CONTRACTOR shall take out and maintain, during the life of this Contract, such public liability and property damage insurance as shall protect him/her, the state of California, its officers, agents, and employees, the California Department of Fish & Game, the State Coastal Conservancy, the MRCD, the PROJECT ENGINEER, and the LANDOWNER from all claims for personal injury, including accidental death, as well as from claims from property damage that may arise from operations under this Contract, whether such operations be by the CONTRACTOR, by any subcontractor, or by anyone directly or indirectly employed by either.

The amounts of such insurance shall be as follows:

1. Injury, including accidental death, minimum one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence.
2. Property damage, minimum one million dollars (\$1,000,000).

The MRCD (its directors, officers, employees, and agents), the state of California, its officers, agents, and employees, the California Department of Fish & Game, the State Coastal Conservancy, the PROJECT ENGINEER (its directors, officers, employees, and agents) and the LANDOWNER shall be specifically named as additional insureds on each and every public liability and property damage insurance policy provided under the terms of this section.

c. Comprehensive Vehicle Liability Insurance

CONTRACTOR shall take out and maintain, during the life of this Contract, such Comprehensive Vehicle Liability insurance as shall protect him/her, the MRCD, the PROJECT ENGINEER, and the LANDOWNER from all claims for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under this Contract, whether such operations be by the CONTRACTOR, by any subcontractor, or by anyone directly or indirectly employed by either.

The amount of such insurance shall be not less than one million dollars (\$1,000,000) combined single limit or equivalent for bodily injury and property damage as a result of any one occurrence, including coverage for Owned, Hired, and Non-Owned vehicles.

The MRCD (its directors, officers, employees and agents), the PROJECT ENGINEER (its directors, officers, employees and agents), and the LANDOWNER shall be specifically named as additional insureds on each comprehensive vehicle liability insurance policy provided under the terms of this section.

4. Said policies shall remain in effect until final acceptance of the project by MRCD and shall provide that they may not be canceled without first providing MRCD with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, MRCD may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

**F. INDEMNIFICATION**

CONTRACTOR will indemnify and hold the MRCD, the PROJECT ENGINEER, and the LANDOWNER harmless from all claims, demands, or liability arising out of or encountered in connection with this Contract or the prosecution of work under it, whether such claims, demands, or liability are caused by CONTRACTOR, CONTRACTOR's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by CONTRACTOR or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by OWNER'S fault or negligence. Such indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress.

**H. BONDING REQUIREMENTS**

1. If the Contract value is greater than twenty thousand dollars (\$20,000), the CONTRACTOR shall provide a performance bond in favor of the MRCD in the amount of one hundred percent (100%) of the contract price and a labor and materials bond in favor of the MRCD in the amount of one hundred percent (100%) of the contract price.
2. CONTRACTOR shall submit required performance bonds to the MRCD prior to commencing any work on the project.



**I. INSPECTIONS**

1. All work performed on this project shall be subject to regular inspections. The CONTRACTOR shall not cover up any work prior to inspection by the PROJECT ENGINEER. Points of inspection are defined in the Instructions to Bidders section of the Request for Bids.
2. Final Inspection  
When the work covered by the project is substantially completed, the CONTRACTOR shall notify the PROJECT ENGINEER in writing that the work will be ready for final inspection on a definite date, which shall be stated in such notice. The notice shall be given at least five (5) days prior to the stated date for final inspection. If the PROJECT ENGINEER determines that the status of the work is as represented, he/she will make the arrangements necessary to have final inspection commence on the date stated in such notice, or as soon thereafter as is practicable.

**J. SAFETY AND PROTECTION**

1. Fire Precautions  
Between April 15 and November 1, CONTRACTOR shall have on hand and maintain the following tools and equipment while working on the job site: an approved five-pound ABC fire extinguisher, one five-gallon backpack pump or equivalent, and one shovel, McLeod, or other grubbing tool suitable for fire-fighting per person working on the project. All motor-driven equipment shall have approved spark arrestors in place and functioning properly. Stationary equipment shall have a 10-foot fire break cut around it.
2. Protection of Property  
CONTRACTOR shall take care not to damage property on which the project is being constructed. This includes, but is not limited to, damage to roads and pastures resulting from vehicle use during wet conditions. CONTRACTOR will be required to repair damage resulting from CONTRACTOR's activities at his/her own expense.

**K. RETENTION OF RECORDS**

CONTRACTOR and his/her subcontractors shall retain all administrative documents pertaining to the project, including payroll records, for a period of at least two (2) years following completion and acceptance of the project by the MRCD. The MRCD and its duly authorized agents shall have the right to inspect and reproduce any such records or documents.

**L. DISPUTE RESOLUTION**

Paragraphs 16.1, 16.2, 16.3, 16.4, 16.5, 16.6 and 16.7 of Exhibit GC-A to General Conditions of the Agreement Between OWNER and CONTRACTOR, and the Dispute Resolution Agreement, which reference and amend Article 16 of the Standard General Conditions of the Construction Contract, shall be included as a part of this Contract.

## Exhibit A

### INSTRUCTIONS FOR VENDORS

### MARIN RESOURCE CONSERVATION DISTRICT

*The following instructions are intended to speed up payment of bills & reimbursement requests.*

#### **TIMING**

Bills are paid based on availability of funds from the Grantor for the project and in the order received.

Please get your bill to: Marin RCD  
PO Box 1146  
Pt Reyes Station, CA 94956

so that it arrives by the last day of the month. The Marin RCD Board meets to approve payments once each month; if your bill arrives on time and if funds are available, it can be paid as early as the third week of the following month. No bill can be paid without Board approval.

#### **FORMAT**

In order to be paid promptly, your billing needs to include these elements:

**Name:** Please list your legal name as well as any business name you may use; the name for the check must appear on the invoice.

**Address:** Where you want your check to be mailed. Please include the zip code.

**Phone:** Number where we can contact you in case of questions.

**Date:** Use the date on which your invoice is written.

**Job Number:** If you were assigned a Job Number at the time your contract was signed, this number must appear on all your invoices for work done on this Job.  
Sample number: 9183INV-2395

**Task:** If your contract or Work Order shows that you will be performing more than one task specified in the budget, please break out the charges on your invoice by task. This does not apply to lump sum contracts.

Example: Grant for Fencing

Task: Materials	\$2,511.75
Task: Labor	<u>5,000.00</u>
Total Invoice amount	\$7,511.75

Example: Grant for Community Outreach services

Task: Consulting hours	\$3,660.00
Task: Mileage	34.50
Task: Printing Costs	<u>226.80</u>
Total Invoice amount	\$3,921.30

#### **TAX ID NO.**

If you or your company are providing services (rather than being reimbursed for expenses) you must have a Form W-9 on file. Please fill out the W-9 Form provided and return it with your bill.

Thanks for your cooperation.