



Bid Package – ISSUED FOR BID

HVAC Preventative Maintenance and Repairs

33 Las Colinas Lane

San Jose, Santa Clara County, CA 95119

RFB 2024-05

Date: April 26, 2024

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A. PROJECT NARRATIVE

Project Description

The Santa Clara Valley Open Space Authority (Authority) is seeking bids from qualified contractors with expertise to provide HVAC preventative maintenance on a quarterly basis and as-needed repairs for a five-year period.

The facility is approximately 18,000 square feet and is primarily serviced by rooftop AC units and furnaces across four zones. Additionally, there are two mini split AC units, and one portable air conditioning unit to be included in this work.

Photos of existing equipment are below:

- Roof top equipment (Trane Voyager):





- Mini-AC Split Units (Mitsubishi) in atrium



- Portable Air Conditioning Unit in IT Room (MovinCool)



Requirements

State of California Class C-20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor’s License, and meet all current licensing and registration requirements, as may be required by the State of California, Contractor State License Board (CSLB), the California Department of Industrial Relations (DIR), and the cities of San Jose and County of Santa Clara without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.

Project Location

Location is at Authority’s headquarters located at 33 Las Colinas Lane, **San Jose, CA 95119**

Project Schedule

Award of Contract is anticipated to occur on June 27, 2024.

B. BIDDING DOCUMENTS

B.1 INVITATION TO BID

Notice Is Hereby Given that the Santa Clara Valley Open Space Authority (Authority) will receive bids via email to proposals@openspaceauthority.org **on or before 12:00 p.m. on June 7, 2024** the furnishing of all labor, materials and services required for the following designated scope of work:

1. Project:

HVAC Preventative Maintenance and Repairs

2. Scope of Work:

The Santa Clara Valley Open Space Authority (Authority) is seeking bids from qualified contractors with expertise to provide HVAC preventative maintenance on a quarterly basis and as-needed repairs for a five-year period.

The facility is approximately 18,000 square feet and is primarily serviced by rooftop AC units and furnaces across four zones. Additionally, there are two mini split AC units, and one portable air conditioning unit to be included in this work.

3. Contractor & Sub-contractor Requirements

- Contractor: State of California Class C-20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor’s License.
- Sub-contractors: licensure as required.
- All contractors (Prime & Sub-): must be registered with California department of Industrial Relations at the time the bid is submitted.

There is a mandatory RSVP due by May 14, 2024 at 12:00 p.m. to attend pre-bid site walk on May 15, 2024 at 2:00 p.m.

Complete project information is contained within the project Bid Package, which is available online, at the office of the Authority, and at local Builders Exchanges. Please visit the Authority’s Request for Bids page at <https://www.openspaceauthority.org/public-information/public-notices.html>. For additional information, contact Ivy Rylander, Office and Facilities Coordinator, Santa Clara Valley Open Space Authority, at irylander@openspaceauthority.org or (408) 224-7476.

B.2 INSTRUCTIONS TO BIDDERS

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

1. CONTRACT DOCUMENT AVAILABILITY

Each bid proposal shall be made in accordance with the Bid Package documents on file, included in this package, and available for inspection by the end of **the day on April 26, 2024** at the Authority website at <https://www.openspaceauthority.org/public-information/public-notices.html> and at the locations below:

Builders Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 408.727.4000 408.727.2779 fax www.bxscco.com/	Peninsula Builders Exchange 282 Harbor Boulevard Belmont, CA 94002 650.591.4486 650.591.8108 fax www.constructionplans.org	Central Coast Builders Exchange 242 East Romie Lane Salinas, CA 93901 831.758.1624 831.758.6203 fax http://www.ccbabuilds.com/
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Electronic copies of the Bid Package are available and may be downloaded from the following link: <https://www.openspaceauthority.org/public-information/public-notices.html>.

A hard copy of the Bid Package document may be reviewed at the Authority Administrative Office located at 33 Las Colinas Lane, San Jose, CA 95119. Bidders can download and print / plot hard copies or order them through the Builders Exchange.

2. MANDATORY PRE-BID MEETING INFORMATION

All bidders must RSVP for pre-bid site walk by 12:00 noon on May 14, 2024.

Late RSVPs will not be accepted. As part of RSVP, bidders must provide name and email address of authorized representative and send to the attention of Ivy Rylander to proposals@openspaceauthority.org. **Pre-bid site walk will be at the project site located at 33 Las Colinas Lane, San Jose, CA 95119.**

3. TENTATIVE PROJECT SCHEDULE

April 26, 2024	Request for Bids issued
May 14, 2024	Deadline for Mandatory Site Walk RSVP by 12:00 p.m.
May 15, 2024	2:00 p.m. - Pre Bid Site Walk
May 21, 2024	5:00 p.m. - Deadline for Bidders to pose questions
May 24, 2024	3:00 p.m. - Addendum to Bid Package issued
June 7, 2024	12:00 p.m. BIDS DUE
June 7, 2024	3:30 p.m. BID OPENING via ZOOM viewable at link
June 27, 2024	Authority Board of Directors Decision on Bids

4. BID PROPOSAL GENERAL REQUIREMENTS

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

Examination of Site. Attention is directed to Bidder's obligation to examine the Work site based on pre-bid digital materials provided; determine any site variation that affects the Bid; and investigate the conditions of existing clearances, restrictions, or limitations that affect access to the Work. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

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

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

Addenda will also be posted on the Authority's website at <https://www.openspaceauthority.org/public-information/public-notices.html>. The final Addendum will be furnished no less than 72 hours prior to the opening of Bid Proposals. **Addenda must be referred to by number and date on the Bid Proposal form.** It is the Bidder's obligation to consider all addenda before submitting a Bid Proposal.

Form and Delivery. The Bid Proposal must be submitted on the Bid Proposal form supplied with these instructions. Alterations to the printed text are not permitted. **Every blank on the enclosed Bid Proposal form should be filled out completely (or provided in another format). Either cross out or insert "N/A" in the blanks that are not applicable. Bid Proposals containing blanks may be disqualified, at the Authority's sole discretion.** The Bid Proposal must be delivered (with enclosures, if any) via e-mail with the subject line "[HVAC Preventative Maintenance and Repairs]" to the following e-mail address: proposals@openspaceauthority.org.

All Bid Proposals must be received by the Authority prior to 12:00 p.m. June 7, 2024. **Bid Proposals will not be accepted via fax or by mail.**

Bid Proposal Opening Information. Sealed Bid Proposals shall be publicly opened at 3:30 p.m. on June 7, 2024 via Zoom at [link](#). Any Bid Proposal not delivered before the time set for the opening of bids will be returned unopened. Incomplete Bid Proposals may result in bid rejection, in Authority’s sole discretion. Bid Proposals are estimated to be presented to the Board of Directors of the Authority at their regular meeting on June 27, 2024. The Board will take formal action at that time, or at such time as otherwise designated, to determine whether, and to whom, to award the contract.

5. BID SUBMITTAL

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

The following forms are included in Section C of the Bid Package and are to be executed and submitted by Bidders with Bid. ***Bid Proposals must include the following:***

- C.1: Bid Proposal
- C.2: List of Subcontractors
- C.3: Noncollusion Affidavit
- C.5: Proof of Public Works Contractor Registration

6. BID NON-REVOCABLE

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

7. NONCOLLUSION AFFIDAVIT

No bid will be considered unless accompanied by a fully executed Noncollusion Affidavit, which is supplied with the Bid Forms, Section C.3.

8. LICENSE REQUIREMENTS

Under California Business and Professions Code §7000, *et seq.*, commonly known as the “Contractor’s State License Law”, Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of the Agreement for the Work. The License required for this Agreement is State of California Class C-20- Warm-Air Heating, Ventilating and Air-Conditioning Contractor’s License. All subcontractors must possess an

appropriate license that is current and valid at the commencement of and throughout the Term of the Agreement.

9. REGISTRATION REQUIRED AS QUALIFICATION TO BID

Contractors and subcontractors listed on bid proposals must be registered with the California Department of Industrial Relations (DIR) in order to be eligible to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed on public works projects is subject to compliance monitoring and enforcement by the DIR. **All contractors (prime and sub-contractors) MUST be registered with DIR AT THE TIME THE BID IS SUBMITTED**, and contractors must retain current and valid Public Works Contractor Registration throughout the duration of the project. **Contractors must submit proof of Public Works Contractor Registration with their bid.** A contractor or subcontractor shall not be qualified to bid on the Project unless currently registered and qualified to perform public works pursuant to Section 1725.5 of the Labor Code. Bids received from non-registered contractors will not be accepted. More information can be found at the following website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

10. INSURANCE REQUIREMENTS

Refer to Section D. Agreement.

11. PREVAILING WAGES

As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this project. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training. Prevailing wage information can be found at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

12. NON-DISCRIMINATION

The successful Bidder and its subcontractors must comply with all applicable state and federal equal employment opportunity and affirmative action laws throughout the term of the Contract. During and in relation to the performance of the Contract, Contractor agrees that Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender expression, sexual orientation, age (over 40), military and veteran status, or any other status not related to job duties and protected by law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender expression, sexual orientation, age (over 40), military and veteran status, or any other status protected by law. Such action shall include, but not be limited to, the following: employment, terms, conditions or privileges of employment, promotion, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, Contractor shall include this

requirement in any and all sub-contracts it enters into in any way related to this Agreement. Nothing in this section shall prohibit Contractor from applying a bona fide occupational qualification, or any other exception established by the California Fair Employment and Housing Act under Government Code § 12940.

13. BASIS OF CONTRACT AWARD – LOWEST RESPONSIBLE BIDDER

The Authority shall award the contract to the lowest responsible bidder submitting a responsive bid based on the information contained in the bid. The lowest monetary bid shall be based on the Total Base Bid.

Definitions:

- (a) The ***Lowest Monetary Bid*** is based on the Total Base Bid which is the contractor’s Bid for all items listed in the Bid Proposal.
- (b) A ***Responsive Bid*** is one that conforms to the material terms of the bid package. Authority may contact firms to clarify information contained in their proposal. The Authority reserves the right to reject any or all proposals and to waive any conditions or formalities.

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

- (c) ***Responsible Bidder.*** Public Contract Code §1103 defines “responsible bidder” as “a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.”

The Authority utilizes a range of factors to determine bidder responsibility and may require a responsible bidder to submit evidence demonstrating bidder responsibility, including without limitation: evidence of qualification and appropriate licensing of assigned personnel & listed subcontractors, ability to perform within the specified project schedule, proposed fee and overall cost effectiveness of the bid, financial capacity to deliver the Project and financial responsibility, and may consider such evidence in determining bidder responsibility.

In addition, Authority will require bidder to submit a complete disclosure of bidder’s staffing level, current and anticipated workload, and affirm that bidder can meet all project requirements and have the personnel and equipment to complete the project within the budget and schedule stipulated in the Contract Documents. If, Authority, in its review of bidder’s past performance, finds documented evidence of inability to meet project schedule or cost requirements, Authority will have cause to reject the Bid. Refer to Item 16.

14. RIGHT TO REJECT BIDS

The Authority reserves the right to reject any or all Bid Proposals, to waive any informality, minor technical defect, or irregularity in Bid Proposals, and to accept or reject any items of a Bid Proposal. The Authority, at its discretion, may reject as incomplete any bid which is in any way

conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of the Bid Proposal form, specifications, or other contract documents. Authority will reject bids from any contractor for whom there is documented evidence of project schedule delays and cost overruns and / or documented inability to meet project performance requirements.

15. WITHDRAWAL OF BIDS

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

16. BID PROTESTS

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

- a. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- b. The bid protest must be a complete written statement detailing the basis for the protest and all supporting documentation, including reference to specific facts, portions of the bid or contract documents, or reference to specific statutes, that form the basis for the protest. The protest must be signed by the party filing the protest. Failure to give written notice by Close of Business on the fifth working day following issuance of the Memorandum of the Bid Opening shall waive the right to protest.
- c. Notification by personal delivery, overnight courier, email and/or facsimile is sufficient. If the written protest is sent by facsimile, Protesting Bidder must provide a FAX (facsimile) number and verify that the pages were all received by the Authority.
- d. The protest may be withdrawn at any time while under consideration by the Authority.
- e. Review by Authority
 - i. The Authority will notify the apparent low bidder of the bid protest.
 - ii. The Authority will afford the apparent low bidder the opportunity to submit a response to the written protest.
 - iii. The Authority will review timely protests prior to awarding the contract. The Authority is not be required to hold an administrative hearing to consider a bid protest, but may do so in its discretion, or if otherwise legally required. The Authority shall consider the merits of any timely protests and make a final determination thereon.
- f. The procedure and time limits set forth in this section 18 are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. The Authority reserves the right to award the contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

17. NOTICE OF AWARD

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

B.3 BID OPENING INFORMATION

Virtual Bid Opening: The Santa Clara Valley Open Space Authority will be hosting a virtual bid opening via Zoom for the HVAC Preventative Maintenance and Repairs. To join this meeting, click the link below or copy and paste into your browser, and follow the instructions from Zoom using the meeting ID and password provided:

Zoom Meeting Link:

<https://us02web.zoom.us/j/89050448409?pwd=V2ZnWjFwNkk0Y3BrVEFzM1RRV092Zz09>

Topic: Bid Opening for HVAC Preventative Maintenance and Repairs

Time: June 7, 2024 at 3:30 p.m. Pacific Standard Time

Meeting ID: 890 5044 8409

Password: 084414

C. BID FORMS

C.1 BID PROPOSAL FORM
(To be executed by Bidder and Submitted)

Project Name: HVAC Preventative Maintenance and Repairs
Location:

Scope of Work: The Santa Clara Valley Open Space Authority (Authority) is seeking bids from qualified contractors with expertise to provide HVAC preventative maintenance on a quarterly basis and as-needed repairs for a five-year period.

The facility is approximately 18,000 square feet and is primarily serviced by rooftop AC units and furnaces across four zones. Additionally, there are two mini split AC units, and one portable air conditioning unit to be included in this work.

Authority Representative: Ivy Rylander
Office and Facilities Coordinator
Santa Clara Valley Open Space Authority
33 Las Colinas Lane
San Jose, CA 95119
(408) 224-7476

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

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

1. BASE BID

Bid Proposal will be evaluated and awarded based on **Total Base Bid**. The lowest bid should be the lowest price listed for quarterly maintenance. Authority may opt to award additional work, or accept deductive alternates based on unit pricing or breakdown submitted herein.

Item No.	Item Description	Cost
<u>1</u>	Quarterly HVAC maintenance for units as described in project description for a five-year term.	
	TOTAL BASE BID	

2. HOURLY RATES

Attach additional sheets as required to reflect the hourly rates for all proposed personnel who will execute work for Ad Hoc Repair and Replacement Services.

	Description	Hourly Rate
1		
2		
3		
4		
5		
6		
7		

3. LITIGATION.

If additional space is needed for explanations, please attach additional pages as necessary.

a) Has your company been assessed liquidated damages within the past 5 years?

No _____ Yes _____

If Yes,
Where? _____
Why? _____

b) Has your company been terminated for default or cause within the past 5 years?

No _____ Yes _____

If Yes,
Where? _____ W
hy? _____

c) Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization?

No _____ Yes _____

If Yes,
Where? _____ W
hy? _____

d) Has your organization filed any lawsuits, submitted claims, or been involved in any litigation with regard to your contract activity within the last five years

No _____ Yes _____

If Yes,
Where? _____

Why? _____

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

Job/Project Name _____

Owner _____ Year _____ Contract Amt \$ _____

Contact _____ Phone _____

Project Description _____

Job/Project Name _____

Owner _____ Year _____ Contract Amt \$ _____

Contact _____ Phone _____

Project Description _____

Job/Project Name _____

Owner _____ Year _____ Contract Amt \$ _____

Contact _____ Phone _____

Project Description _____

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

6. DISCLOSURE. The names of all persons financially interested in this Bid Proposal are as follows:

Bidder, or any partner of Bidder, is a corporation, provide the legal name of the corporation, the state of its incorporation and the name and address of the President and of the Secretary. If Bidder is a partnership, provide name of the firm and names and addresses of all individual co-partners. Use additional sheets as necessary. If Bidder is an individual, provide the first and last name and address.

Name of Corporation: _____

State of Incorporation: _____

Name of Officer/Shareholder Title Address

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

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

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

FULLY EXECUTED at _____,
City State

on _____,
Month Day Year

Signature¹ _____ Title _____

Name (please type or print) _____

Federal Employer I.D. Number _____

License Type _____

License Number _____ Expiration Date _____

DIR Registration Number _____

Name of Firm _____

Mailing Address _____

City _____ State _____ Zip _____

Phone (Bus) _____ Phone (Cell) _____

Email _____

¹ An authorized person for the Bidder must sign this Bid Proposal. If the Bidder is a partnership, a general partner must sign. If the Bidder is a corporation, an authorized officer of the corporation must sign and a corporate resolution conferring such authority must be provided.

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

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

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

DIR Registration Number:

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

DIR Registration Number:

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

DIR Registration Number:

C.3 NONCOLLUSION AFFIDAVIT

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, California.

C.4 PROOF OF PUBLIC WORKS CONTRACTOR REGISTRATION

Attach proof of Contractor and subcontractors' current and valid Department of Industrial Relations Public Works Contractor Registration (Lab. Code § 1725.5)

D. AGREEMENT

Notice to Bidders:

Documents in the following section are not to be submitted with Bid Proposal. They will be signed and submitted at time of Award of Contract.

AGREEMENT

THIS AGREEMENT is entered into between the Santa Clara Valley Open Space Authority (hereinafter "Authority") and [INSERT NAME] (hereinafter "Contractor") and sets forth the terms of this Agreement. Authority and Contractor are collectively referred to as the "Parties." This Agreement is effective upon full execution of this Agreement by the Parties. In consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, the parties agree as follows:

1. Scope of the Agreement

During the term of this Agreement, Contractor shall provide HVAC preventative maintenance on a quarterly basis and as-needed repairs for Authority headquarters located at 33 Las Colinas Lane, San Jose. The facility is approximately 18,000 square feet and is primarily services by 4 zones (Get specs from the roof). Additionally, there are two split units, and one (IT Room) to be included in this work. If repairs are identified or needed, Contractor will consult with Authority before beginning the repairs and incurring costs.

2. Payment

a. Payment for Services. Authority shall pay for services performed in accordance with this Agreement according to the fee schedule and any reimbursable expenses contained in Bid attached hereto as Exhibit A. Contractor shall invoice Authority monthly.

b. Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to Authority or establishing the basis for an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow an Authority representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

3. Time for Performance

Contractor's work shall be scheduled and performed to meet agreed-upon deadlines. The term of this Agreement shall end on or before [INSERT END DATE], unless abandoned as provided in section 5 below. The time for performance may not be extended without Authority's express written approval.

4. Standard of Performance

Services shall be performed by Contractor in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Contractor's profession currently practicing in California.

5. Abandonment of Project

Authority shall have the right to abandon or indefinitely postpone ("abandonment") the project that is the subject matter of this Agreement and the services hereunder, or any portion thereof, at any time. In such event, Authority shall give written notice of such abandonment. In the event of abandonment prior to completion of the project, Contractor shall cease work immediately. All

charges incurred up to the time of notice of abandonment, together with any other charges outstanding at the time of termination, shall be payable by Authority within 30 days following submission of a final statement by Contractor and shall be considered as full payment due hereunder. However, Authority may condition payment of such compensation upon Contractor's delivery to Authority of any or all work product generated by Contractor pursuant to this Agreement.

6. Contractor as Independent Contractor

At all times during the term of this Agreement, it is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be an independent contractor and shall not be an employee of Authority. It is agreed that Authority is interested only in the results obtained and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Authority shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Authority shall not have the right to control the means by which Contractor accomplishes the results required under this Agreement. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates, subcontractors, agents, and employees. Contractor is responsible for all insurance and all taxes, charges, fees, benefits or contributions required to be paid or withheld on behalf of Contractor, including, but not limited to, compliance with social security, withholding, and all other regulations governing such matters. Contractor is not entitled to any employee benefits. Contractor shall exonerate, indemnify, defend, and hold harmless Authority (which shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. Non-Discrimination

During and in relation to the performance of this Agreement, Contractor agrees as follows. Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40), military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Contractor shall not discriminate on the basis of the above characteristics against any employee or applicant for employment who has, perceives he or she has, or is associated with a person who has, or is perceived to have any of the above characteristics. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, sexual orientation, age (over 40),

military and veteran status of any person, or any other non-merit factor unrelated to job duties and protected by law. Such action shall include, but not be limited to, the following: employment, terms, conditions or privileges of employment, promotion, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, Contractor shall include this requirement in any and all sub-contracts it enters into in any way related to this Agreement. Nothing in this section shall prohibit Contractor from applying a bona fide occupational qualification, or any other exception established by the California Fair Employment and Housing Act under Government Code Section 12940.

8. Indemnification

- a. Contractor agrees to indemnify, hold harmless, defend and protect Authority, its directors, officers, officials, employees, agents and invitees, from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever arising out of, pertaining or relating to the negligence, omission, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the Services or in any way related to activity conducted by Contractor, except for any such claim resulted from the sole negligence or the intentional and willful misconduct of Authority, its officers, directors, agents or employees. The provisions of this section shall survive the termination or expiration of this Agreement. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- b. The provisions of this section shall survive the termination or expiration of this Agreement.

9. Insurance

- a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to Authority:
 - i) If Contractor has and will have employees during the term of this Agreement, Workers' Compensation Insurance as required by law with limits of \$1,000,000;
 - ii) Comprehensive or Commercial General Liability Insurance, which shall be occurrence coverage, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limit, including coverage for (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability; and
 - iii) Business Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by

Contractor's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 per occurrence for bodily injury and property damage.

All required insurance shall be placed with California-admitted insurers. Upon request, Contractor shall provide to Authority proof of insurance or proof of renewal of each insurance policy at least thirty (30) days prior to the expiration of the insurance policy as long as this Agreement remains in effect.

Contractor certifies that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to Authority at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

In the case of the breach of any provision of this section, Authority may, at Authority's option: (1) take out and maintain, at the expense of Contractor, such types of insurance in the name of Contractor as Authority may deem; (2) order Contractor to stop work under the Agreement until Contractor complies with the insurance requirements required by this Agreement; or (3) terminate this Agreement.

b. Other Insurance Provisions. The policies shall include or be endorsed to include, but not limited to, the following provisions:

- i) Authority, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, occupied or used by Contractor, or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to Authority, its officers, officials, employees or volunteers, and no endorsement shall be attached limiting the coverage. Contractor shall furnish Authority with certificates of insurance and with original endorsements effecting coverage required by this clause.
- ii) Contractor's insurance coverage shall be primary insurance as respects Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Authority, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
- iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its officers, officials, employees or volunteers.
- iv) Contractor's insurance shall apply separately to each insured against whom claim is made

or suit is brought, except with respect to the limits of the insurer's liability.

- v) Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

10. Prevailing Wage and Public Works Contract Compliance

Compliance Monitoring and Enforcement by the DIR. No contractor or subcontractor may be listed on a bid proposal for a public works project or awarded a contract for public work unless registered with the Department of Industrial Relations as a Public Works Contractor. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A copy of Contractor's (and all subcontractors') Public Works Contractor Registration is attached hereto as Exhibit B. Contractor shall maintain current and valid Public Works Contractor Registration throughout the duration of this Agreement.

- a. *License.* Under California Business and Professions Code § 7000 et seq., commonly known as the "Contractors' State License Law", Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of this Agreement. This Agreement prohibits contractors or subcontractors who are ineligible under Labor Code §§ 1777.1 and 1777.7 to perform any work on this project. The License required by this Agreement: Class C-20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor's License. Contractor's license number is:

- b. *Wages.* As required by law, Contractor shall pay all workers not less than the general prevailing rate of per diem wages for each trade or classification for the job during the term of this Agreement. These rates include, but are not limited to, employer payments for health and welfare, pension, vacation, travel time, subsistence pay and for apprenticeship and training obligations. The current issue of the Director of the Department of Industrial Relations for the State of California general prevailing wage rates for straight time, overtime, Saturday, Sunday, and Legal Holidays is herein incorporated as part of this Contract. Holiday wage rates shall apply to holidays recognized in the collective bargaining agreement of the particular craft or classification concerned. Any and all revisions to the general prevailing wage rates that take effect during the Contract shall be adopted as part of this Contract. Contractor shall post Prevailing Wage Rates on job site. Copies of the general prevailing wage rates are on file and available for review on request at Authority's principal office: 33 Las Colinas Lane, San Jose, CA 95119. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 603, San Francisco, CA 94101, (415) 703-4281. The Contractor and any subcontractor under the contractor shall, as a penalty to the Authority, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or, except as provided in subdivision (b) of Labor Code § 1775, by any subcontractor under the Contractor pursuant to Labor Code § 1775.

- c. *Claims Against the Authority and Indemnification.* Authority will not recognize any claim for additional compensation because of payment by Contractor of any wage above the general prevailing wage rates. The possibility of wage increases is an element to be considered by Contractor in determining its bid and may not under any circumstance form the basis of a claim against Authority. Contractor hereby agrees, on behalf of itself and any subcontractors, to indemnify, hold harmless and defend the Authority against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of the Contractor or any of its subcontractors to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Section 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with the Project.
- d. *Skilled Workers.* Contractor and all subcontractors shall only employ workers suitably skilled in the Work. Anyone employed by Contractor to work on the Project, or any subcontractor, who in the opinion of the Authority is incompetent, disorderly, or otherwise acts improperly, after written notification, shall be dismissed from the Project and not further employed on any part of the Work.
- e. *Character of Workers.* Anyone employed by Contractor to work on the services required of this Agreement, or any subcontractor, who in the opinion of the Authority is incompetent, disorderly, or otherwise acts improperly, after written notification, shall be dismissed and not further employed on any part of the services set forth in the Scope of Work.
- f. *Lawful Working Day.* Work performed by workers more than eight (8) hours during any one (1) calendar day and more than forty (40) hours in any one (1) calendar week may only be permitted pursuant to the overtime provisions of Labor Code § 1815 and then only upon such terms, conditions and requirements as provided and fixed by law. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the Labor Code §§ 1810-1815.
- g. *Apprenticeship Standards.* Contractor shall comply fully with the requirements of California Labor Code § 1777.5 regarding employment of registered apprentices. If Contractor willfully fails to comply with this code section, Contractor may be denied the right to bid on any Authority contract for a period of one (1) year from the date of non-compliance determined by the California Division of Apprenticeship Standards. When Authority receives from the Division notice that Contractor is not in compliance with apprenticeship standards, Authority shall withhold from Contract payments the amount of the civil penalty imposed by the Division, which funds may be released to Contractor upon order of the Administrator or upon completion of the Contract.
- h. *Workers' Compensation.* Each contractor to whom a public works contract is awarded shall sign and file with the Authority the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall execute such certificate, attached hereto and incorporated herein as Exhibit C, pursuant to Labor Code §1861.

- i. *Payroll Record Requirements.* Contractor and each subcontractor shall keep verified and certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed on the Project and each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury pursuant to the requirements set forth under California Labor Code § 1776. Payroll records shall be certified and shall be available for inspection at all reasonable hours by the Authority and a copy shall be made available for inspection or furnished to the employee, the employee's authorized representative, the Authority, the California Division of Labor Standards Enforcement and the California Division of Apprenticeship Standards upon request. Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a) of Labor Code § 1776.

Contractor shall submit weekly or monthly certified payroll records to the Department of Industrial Relations either electronically. Contractor may submit monthly certified payroll records using Department of Industrial Relations Form A-1-131 in lieu of submitting electronic certified payroll records if (a) the project qualifies for a “small project” exemption under Labor Code § 7125.5(f), or (b) Authority determines Contractor lacks the resources or capacity to submit electronic payroll forms. Contractor shall submit certified payroll records to Authority within 10 days of a request for submittal by the Authority.

Contractor shall retain copies of certified payroll records for four years after the audit year in which wages were paid, or until the expiration of all applicable statute of limitations period(s), whichever is later.

Except as provided in subdivision (f) of Labor Code § 1776, any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Authority or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

- j. *Complaint that Employee Paid Less than Prevailing Wage.* If a complaint is filed with Authority or the Division of Labor Standards Enforcement alleging that Contractor or subcontractor has paid less than prevailing wage on the Project, Authority shall withhold

from payment to Contractor an amount equal to one hundred and twenty-five percent (125%) of the amount claimed until the allegation is settled.

k. *Substitution of securities for withheld funds.* Pursuant to Public Contract Code § 22300, Contractor may substitute securities in place of retained funds withheld by the Authority to ensure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor. Contractor may request an alternative to such substitution pursuant to Public Contract Code § 22300(b).

l. *Claims.* Public Contract Code § 9204 applies to any claim by a contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project, which means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. For purposes of this section a “claim” means: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project. (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled. (C) Payment of an amount that is disputed by the public entity.

11. Documents, Materials and Records the Property of Authority

All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement (collectively “work product”), shall be delivered to and become the property of Authority without restriction or limitation on their use. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this section, or prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Authority at no additional charge and without restriction or limitation on their use. Upon Authority’s request, Contractor shall execute appropriate documents to assign to the Authority the copyright or trademark to work product created pursuant to this Agreement. Contractor shall return all Authority’s property in Contractor’s control or possession immediately upon termination.

12. Assignment

A substantial inducement to Authority for entering into this Agreement is the professional reputation and competence of Contractor. Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of Authority and any attempt to assign or transfer without such prior written consent shall be void and shall terminate this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

13. Subcontractor

- a. Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only as specified in this Agreement or upon prior approval of Authority. If subcontracting of work is permitted, Contractor shall pay subcontractor within ten (10) days of receipt of payment by Authority for work performed by a subcontractor and billed by Contractor.
- b. Authority is an intended beneficiary of any work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and Authority.

14. Conflict of Interest

Contractor warrants and covenants that Contractor presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this Agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

15. Compliance with Laws

In the performance of this Agreement, Contractor shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of Authority and other local agency with jurisdiction. Contractor warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license, permit, or registration of any kind is required by law of Contractor, its employees, agents, or subcontractors to practice Contractor's profession, Contractor represents and warrants that such license has been obtained, is valid and in good standing, and Contractor shall keep it in effect at all times during the term of this Agreement.

16. Changes in Work

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by Authority and the Parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work.

17. Accident Reports

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to Authority any accident or other occurrence causing injury to persons or property during the performance of this Agreement. If required by Authority, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

18. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, Authority may, at its option, declare this Agreement to be in default and, at any time thereafter,

may do any one or more of the following: (1) enforce performance of the Agreement by Contractor; (2) terminate this Agreement; or (3) perform the obligations of Contractor, whereupon Contractor shall reimburse Authority for any amounts paid or expenses incurred by Authority in the performance of such obligations. The above remedies are in addition to any other remedies at law or equity Authority may have. Contractor shall pay or reimburse Authority for all of Authority's costs and expenses, incurred in enforcing its rights hereunder.

19. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be: (1) personally delivered; (2) deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (3) sent electronically via email with a copy also deposited in the United States mail, First Class postage. Notice shall be addressed to the recipient as follows:

AUTHORITY: Santa Clara Valley Open Space Authority
33 Las Colinas Ln.
San Jose, CA 95119
Attention: [INSERT]
Email: [INSERT]

CONTRACTOR: [INSERT]
Address:
Attention: [INSERT]
Email: [INSERT]

Either party may change its address by giving notice to the other in the manner provided herein.

Contractor shall mail invoices to Authority at the above referenced address, but shall make invoices to the attention of "Accountant," or Contractor may email invoices to accountant@openspaceauthority.org.

20. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties.

21. Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability

Should any part of this Agreement be declared by a final decision by a court to be unconstitutional, invalid, or beyond the authority of either of the Parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

23. Interpretation

Section headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

24. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Santa Clara, State of California.

25. Advice of Counsel

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

26. Time of The Essence

Time is hereby expressly declared to be of the essence in this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

The signatories below warrant and represent that they have all legal authority and capacity to enter into this Agreement. **IN WITNESS WHEREOF**, Contractor and Authority hereby execute this Agreement.

**SANTA CLARA VALLEY
OPEN SPACE AUTHORITY**

Andrea Mackenzie
General Manager

Dated: _____

[INSERT NAME OF CONTRACTOR/BUSINESS]

[INSERT NAME]
[INSERT TITLE]

Dated: _____

Exhibit C

**WORKERS' COMPENSATION CERTIFICATE
Labor Code Section 1861**

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

Signature

Date