

92. Consider recommendations relating to bids for construction of Ojo de Agua Trail at Coyote Lake – Harvey Bear Ranch County Park.

Possible action:

- a. Award contract to Santa Cruz Mountains Trail Stewardship in the amount of \$1,048,656 with a construction time of 180 calendar days.
- b. Approve encumbrance of additional \$104,866 as Supplemental Work Allowance for a total encumbered amount of \$1,153,522.
- c. Authorize County Executive, or designee, as the Owner's Authorized Representative to issue Change Orders as necessary against the allowance for Supplemental Work and to approve modifications to the construction time.
- d. Ratify Addendum to Bid Documents Nos. 1-4, which modified or clarified the Bid Documents in response to contractor questions.

(ID# 24-4949)

# County of Santa Clara

## Parks and Recreation Department

298 Garden Hill Drive  
Los Gatos, California 95032-7669  
(408) 355-2200 FAX (408) 355-2290  
Reservations (408) 355-2201  
[www.parkhere.org](http://www.parkhere.org)



### Addendum No. 1

#### Ojo de Agua Trail at Coyote Canyon-Harvey Bear Ranch County Park

Issued for Bid: January 23, 2024

#### Addendum Issued: January 30, 2024

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made part of and incorporated into the plans and specifications for the above-named project. This addendum forms a part of the Contract Documents of the above-named project and modifies them as follows:

#### Bid Advertisement:

Previous Q&A End Date was February 22, 2024 at 12pm PST.

Revised Q&A End Date is now February 20, 2024 at 5pm PST

#### Instructions:

To acknowledge receipt of this Addendum, the bidder must complete, sign, and submit the Bidder's Security & Addenda form, Document 00 41 00 - Bid Form, with their bid. All other terms and conditions remain the same.

Stephen J. Koren  
Capital Projects Manager II  
County of Santa Clara, Parks and Recreation Department

**Ratified: 04/16/2024**

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: James R. Williams

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### Addendum No. 2

#### Ojo de Agua Trail at Coyote Canyon-Harvey Bear Ranch County Park

Issued for Bid: January 23, 2024

#### Addendum Issued: February 20, 2024

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made part of and incorporated into the plans and specifications for the above-named project. This addendum forms a part of the Contract Documents of the above-named project and modifies them as follows:

#### Pre-Bid Site Meeting:

Attached is the sign-in sheet from the mandatory pre-bid meeting on 2/13/24.

#### Document 00 41 00 - Bid Form:

- Document 00 41 00 - Bid Form

The above specifications shall be deleted and replaced in their entirety - see pdfs of above specifications. The revised specification resolves issues with formatting and digital readability. The project is to be bid with items as indicated on the bid form and not lump sum.

#### Instructions:

To acknowledge receipt of this Addendum, the bidder must complete, sign, and submit the Bidder's Security & Addenda form, Document 00 41 00 - Bid Form, with their bid. All other terms and conditions remain the same.

Stephen J. Koren  
Capital Projects Manager II  
County of Santa Clara, Parks and Recreation Department

Ratified: 04/16/2024

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

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**Addendum No. 3**  
**Ojo de Agua Trail at Coyote Canyon-Harvey Bear Ranch County Park**  
**Issued for Bid: January 23, 2024**

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**Addendum Issued: February 25, 2024**

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Notice is hereby given that the following revisions, additions, and/or deletions are hereby made part of and incorporated into the plans and specifications for the above-named project. This addendum forms a part of the Contract Documents of the above-named project and modifies them as follows:

**Project Manual, Bidding Requirements – Bid Opening and Posting of Results:**

Reference Document 00 11 00 - NOTICE TO BIDDERS, ARTICLE 1- GENERAL:

BID OPENING: Bids will be publicly opened and read by the Clerk of the Board of Supervisors. The opening of bids shall be made available to the public via video teleconference, a link to which will be posted via Addendum to the Invitation to Bid no later than 72 hours before the time scheduled for the opening of bids. The results will be posted on the Clerk of the Board website no later than the following business day.

Bids will be accepted by the Clerk of the Board of Supervisors in the Office of the Clerk of the Board of Supervisors, 10th Floor, East Wing of the County Government Center, 70 W. Hedding Street, San Jose, before 2:00 p.m. on **February 29, 2024**. The opening of bids will commence shortly after 2:00 p.m., by video teleconference at the following link:  
<https://sccgov-org.zoom.us/j/95173644195>

Due to social distancing measures, no in-person attendance at the bid opening will be permitted. Results will be posted no later than close of business **February 29, 2024**, at the following location: <https://boardclerk.sccgov.org/bid-opening-results>

**Instructions:**

To acknowledge receipt of this Addendum, the bidder must complete, sign, and submit the Bidder's Security & Addenda form, Document 00 41 00 - Bid Form, with their bid. All other terms and conditions remain the same.

**Ratified: 04/16/2024**



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Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: Jeffrey V. Smith

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*Stephen J. Koren*

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Stephen J. Koren  
Capital Projects Manager II  
County of Santa Clara, Parks and Recreation Department



Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: Jeffrey V. Smith

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**Addendum No. 4  
Ojo de Agua Trail at Coyote Canyon-Harvey Bear Ranch County Park  
Issued for Bid: January 23, 2024**

**Addendum Issued: February 25, 2024**

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Notice is hereby given that the following revisions, additions, and/or deletions are hereby made part of and incorporated into the plans and specifications for the above-named project. This addendum forms a part of the Contract Documents of the above-named project and modifies them as follows:

**Questions & Answers during Bid Period:**

All questions and responses received during the bid advertisement period are documented in the file "Periscope Source\_ Questions on Bid #ITB-PRK-FY24-0260 History", which was uploaded as a single pdf to the Periscope documents and the responses accessible through the Periscope Question and Response portal. See Document 00 11 00 – Notice to Bidders, 2.10 Bid Period Clarifications and Addenda.

**Instructions:**

To acknowledge receipt of this Addendum, the bidder must complete, sign, and submit the Bidder's Security & Addenda form, Document 00 41 00 - Bid Form, with their bid. All other terms and conditions remain the same.

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Stephen J. Koren  
Capital Projects Manager II  
County of Santa Clara, Parks and Recreation Department

**Ratified: 04/16/2024**



Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: Jeffrey V. Smith

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Question and Answers for Bid #ITB-PRK-FY24-0260 - Ojo de Agua Trail at Coyote Lake-Harvey Bear  
Ranch County Park

### Overall Bid Questions

#### Question 1

Is this a On Line bid or in person? Web site has a Make Offer button but specs say at Government Center in person? (Submitted: Jan 25, 2024 11:29:14 AM PST)

#### Answer

[edit](#) 

- Follow the instructions as noted in the Notice to Bidders - Document 00 11 00, that the bid shall be received by the Clerk of the Board's office before 2pm at the address, date, and time stated. Bids are not accepted online. (Answered: Jan 30, 2024 6:26:13 AM PST)

#### Question 2

Does this project involve a Project Labor Agreement (PLA) or Project Stabilization Agreement (PSA)? (Submitted: Jan 25, 2024 11:42:26 AM PST)

#### Answer

[edit](#) 

- The PLA/ PSA does not apply to projects estimated to have a construction component less than \$2,000,000. See Document 00 11 00 - Notice to Bidders - 1.04 Estimated Cost for the estimated cost for the base bid for this project. (Answered: Feb 5, 2024 9:49:36 AM PST)

#### Question 3

Is the due date for questions 10 days before the bid opening, as stated in the Project Manual, or Feb 22, 2024, as stated on this page? (Submitted: Jan 29, 2024 9:33:25 AM PST)

#### Answer

[edit](#) 

- The due date for questions has been revised to Tuesday, February 20, 2024 by 5pm due to the holiday. (Answered: Jan 30, 2024 6:25:00 AM PST)

#### Question 4

Please advise on Trail Access?

Is there any equipment limitation? For example can the 6' trail be cut with 8' wide equipment? Is there access for Highway dump trucks to drive on new trail to deliver Rock? Will 6' wide trail be wide enough if emergency Vehicles need access?

Is there a List of Culverts and crossings needed replacement? (Submitted: Jan 29, 2024 12:12:16 PM PST)

#### Answer

[edit](#) 

- The project intentionally proposes a 6' wide trail to minimize the amount of disturbance to the land and provide a trail appropriately sized for the proposed use. The master plan for the project and its environmental analysis prepared in conformance with the California Environmental Quality Act (CEQA) identified 6' wide trails. The use of larger equipment would therefore create additional disturbance beyond what is allowable. The trail corridor (disturbed width) should be minimized using right-sized equipment to achieve the trails

width as shown on the drawings and identified in the master plan and regulatory permits.

Parks cannot guarantee weight limits of public roads beyond the park boundaries. East Dunne Avenue does connect to Highway 101, however weight limits may apply to connector roads. During the pre-bid meeting access will be discussed. See L2 Proposed Staging and Access Plan indicating Route A as main access during wet season, which is a rocky road, and Route B, which can be used in dry conditions. Parks cannot guarantee weight limits of internal Parks roads. Within the park, access to project site is limited and consists of natural surface roads and/or existing ranch roads with some rock surfacing. Any damage to internal access routes shall be restored at the contractor's expense.

Parks Operations staff have confirmed 6' wide trails are wide enough for off-road emergency vehicles such as side-by-sides and ATVs, which are part of the Park Unit fleet.

Culvert replacement is NOT a part of this scope of work. Any replacements required and included in the permit will be implemented outside of this project. **(Answered: Feb 5, 2024 7:15:38 PM PST)**

### Question 5

Plans and specs call out 1.5" drain rock but the specifications under this item says 1.5" Class 2 aggregate base. Can you please clarify which rock is required? Thanks. **(Submitted: Feb 20, 2024 1:03:51 PM PST)**

### Answer

[edit](#) 

- As noted in the specifications, Section 32 10 00 - 2.01.C - 1.5" Drain Rock: May consist of any combination of broken stone, crushed gravel, natural rough surfaced gravel, or sand that conforms to the requirements for 1 1/2-Inch Class 2 Aggregate Base as described in Caltrans Standard Specifications, except as noted or as directed by Department Representative. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 6

May the contractor limb along the fire road to access the staging area? **(Submitted: Feb 20, 2024 1:52:20 PM PST)**

### Answer

[edit](#) 

- Per Section 31 13 00.1.03 Submittals, Contractor shall provide a written Tree Pruning Schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction. This is a part of the submittal process, to be reviewed and approved by the Department Representative. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 7

Are any erosion control measures required for overburden (e.g., straw)? **(Submitted: Feb 20, 2024 1:52:58 PM PST)**

### Answer

[edit](#) 

- Per Section 01 57 00- SWPPP, Contractor must prepare, maintain, and implement, for the entire construction period, a site-specific Storm Water Pollution Prevention Plan (SWPPP) that addresses measures to minimize and control construction and post-construction storm

water runoff. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 8

What is the assumed depth of the 4x8 rock throughout the raised section (page 2.4)?  
**(Submitted: Feb 20, 2024 1:53:28 PM PST)**

### Answer

[edit](#) 

- Per drawing detail 2.4 for raised sections of the project, depth shall be as directed in the field to create a suitable base depending on the existing topography and conditions. The majority of the project is intended to be outsloped per the plans. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 9

How many rows of wattles are required in relation to slope percentage? **(Submitted: Feb 20, 2024 1:53:58 PM PST)**

### Answer

[edit](#) 

- See detail sheet 8.2 indicating how many rows in relation to slope percentage. Per notes, wide areas may require multiple rows of wattles. Per Section 01 57 00- SWPPP, Contractor must prepare, maintain, and implement, for the entire construction period, a site-specific Storm Water Pollution Prevention Plan (SWPPP) that addresses measures to minimize and control construction and post-construction storm water runoff. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 10

Is standard 4' tall silt fence with wooden stakes placed every 5' acceptable? **(Submitted: Feb 20, 2024 1:54:33 PM PST)**

### Answer

[edit](#) 

- Per detail drawing 8.1, stakes shall be 2' height minimum installed with T-post or 3/4" square wood stakes. 5' max between stakes is acceptable. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 11

How many linear feet of silt fence is required? **(Submitted: Feb 20, 2024 1:54:52 PM PST)**

### Answer

[edit](#) 

- Per Section 01 57 00- SWPPP, Contractor must prepare, maintain, and implement, for the entire construction period, a site-specific Storm Water Pollution Prevention Plan (SWPPP) that addresses measures to minimize and control construction and post-construction storm water runoff. This would include documentation of overall linear feet of silt fence required for the project. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 12

What slope percentage requires wire mesh? **(Submitted: Feb 20, 2024 1:55:13 PM PST)**

[edit](#) 

### Answer

- Per Section 31 25 00 - Erosion and Sedimentation Controls, 2.02.D, Contractor shall determine if additional support is needed, as proposed in the SWPPP, and approved by the Department Representative. Per Section 01 57 00- SWPPP, Contractor must prepare, maintain, and implement, for the entire construction period, a site-specific Storm Water Pollution Prevention Plan (SWPPP) that addresses measures to minimize and control construction and post-construction storm water runoff. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 13

Is all overburden lost on-site, or does it need to be hauled to a defined stockpile area? (reference pg. 2.3 Full Bench Detail) ? **(Submitted: Feb 20, 2024 1:55:31 PM PST)**

### Answer

- Per Section 31 23 00 - Excavation and Fill, excess spoil generated by the project installation shall be broadcast and disposed of on site. The intent of the project is to achieve balanced cut to fill. How the contractor achieves this performance is means and methods to be defined. Unsuitable material for embankment and back fill construction shall become the property of the Contractor and shall be removed from the site and disposed of at a site secured by the Contractor. See 3.03 Excess and Deleterious Spoils for more information. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

[edit](#)

### Question 14

Is duff layer allowed to be lost on-site? **(Submitted: Feb 20, 2024 1:55:50 PM PST)**

### Answer

- Per detail 2.4 notes, remove and dispose of duff and top organic layers down to mineral soil. Duff can be allowed to be lost on site, with approval of the Department's Representative and as directed in the field by the Department Construction Inspectors. The intention is to evenly broadcast any duff or organic layers and avoid stockpiles that would create fire hazards and fuel stockpiles. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

[edit](#)

### Question 15

Can you verify cross slope of 5% - 7%? Most trails have a 3% max. **(Submitted: Feb 20, 2024 1:55:56 PM PST)**

### Answer

- From previous County trail building experience and per CA State Parks guidance, natural surface trails shed water better with a steeper outslope, which reduces erosion potential. Cross slopes of 5-7% therefore recommended per the detail drawings. 2-3% cross slopes are typical of concrete and asphalt surfaces that are hard and uniform. 2-3% on natural surface quickly start to retain water on the trail creating drainage problems. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

[edit](#)

### Question 16

Where is erosion control fabric required? **(Submitted: Feb 20, 2024 1:56:07 PM PST)**

[edit](#)

### Answer

- Per Section 01 57 00- SWPPP, Contractor must prepare, maintain, and implement, for the entire construction period, a site-specific Storm Water Pollution Prevention Plan (SWPPP) that addresses measures to minimize and control construction and post-construction storm water runoff. This would include documentation of locations requiring erosion control fabric required for the project by the SWPPP QSP. (Answered: Feb 25, 2024 11:38:13 AM PST)

### Question 17

What specific RECP product is required? (Submitted: Feb 20, 2024 1:56:24 PM PST)

### Answer

- See Section 31 25 00 - Erosion and Sedimentation Controls - Part 2 - Products. No specific make/model or manufacturer for the RECP is included. Contractor shall submit (a) Submit manufacturer's product and material information, and (b) Submit (1) sample fastener for review and approval by the department that complies to the specification criteria provided in 2.01 RECP and as approved by the Department. (Answered: Feb 25, 2024 11:38:13 AM PST)

[edit](#)

### Question 18

How many square feet of erosion control fabric is required? (Submitted: Feb 20, 2024 1:56:39 PM PST)

### Answer

- Per Section 01 57 00- SWPPP, Contractor must prepare, maintain, and implement, for the entire construction period, a site-specific Storm Water Pollution Prevention Plan (SWPPP) that addresses measures to minimize and control construction and post-construction storm water runoff. This would include location and square footage of erosion control fabric as required by the SWPPP QSP and approved by the Department. (Answered: Feb 25, 2024 11:38:13 AM PST)

[edit](#)

### Question 19

Can trees and stumps to be removed be lost on-site? (Submitted: Feb 20, 2024 1:56:50 PM PST)

### Answer

- Per Section 31 13 00.1.03 - Submittals, Contractor shall provide a written Tree Pruning Schedule detailing scope and extent of removal and pruning of trees to remain that interfere with or are affected by construction. See Section 31 11 00 - Clearing and Grubbing.1.07 - Disposal of Debris. This is a part of the submittal process, to be reviewed and approved by the Department Representative. (Answered: Feb 25, 2024 11:38:13 AM PST)

[edit](#)

### Question 20

Do you have any references for the nearest source of water? (Submitted: Feb 20, 2024 1:57:00 PM PST)

[edit](#)

### Answer

- Contractor is responsible for providing a supply of water required to perform the work from outside of the County Parks system. There is no viable onsite water infrastructure. The nearby city of Morgan Hill may have a source for use. County Parks does not have any contacts at the city. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 21

Are there specifications for compaction of the base and fill materials? If so, is the contractor responsible for compaction testing? **(Submitted: Feb 20, 2024 1:59:16 PM PST)**

### Answer

[edit](#) 

- See Section 31 23 00 - Excavation and Fill - 3.04 - Compacted Fill. Contractor is responsible for meeting the criteria as defined in the specification including testing, to the approval by Department Representatives. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 22

Can the pre bid site visit sheet be provided with contact information? **(Submitted: Feb 20, 2024 1:59:19 PM PST)**

### Answer

[edit](#) 

- The pre-bid meeting sign in sheet was provided on February 20, 2024 as an attachment to Addendum No. 2 and is downloadable from Periscope. The sign in sheet contains contact information for each attendee. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 23

Technical Specification 3.04.C states that "Contractor shall chip removed branches and dispose of all chipped material off-site." Other specifications indicate that plant debris should be scattered outside the clearing zone. Can you clarify which is required? **(Submitted: Feb 20, 2024 2:02:53 PM PST)**

### Answer

[edit](#) 

- Per Section 31 13 00.1.03 - Submittals, Contractor shall provide a written Tree Pruning Schedule detailing scope and extent of removal and pruning of trees to remain that interfere with or are affected by construction. See Section 31 11 00 - Clearing and Grubbing.1.07 - Disposal of Debris. This is a part of the submittal process, to be reviewed and approved by the Department Representative. Section 31 13 00.3.04.C shall be disregarded. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 24

Are erosion control measures only required at drainage crossings? **(Submitted: Feb 20, 2024 2:04:21 PM PST)**

### Answer

[edit](#) 

- Per Section 01 57 00- SWPPP, Contractor must prepare, maintain, and implement, for the entire construction period, a site-specific Storm Water Pollution Prevention Plan (SWPPP) that addresses measures to minimize and control construction and post-construction storm water runoff. This would include location and type of erosion control measures as required

by the SWPPP QSP and approved by the Department. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 25

Does the QC specialist need to be onsite all day, every day, or is there a schedule for QC tests? **(Submitted: Feb 20, 2024 4:17:28 PM PST)**

### Answer

- The contract includes a single QC Specialist (a Qualified Biologist) who shall perform the biological monitoring as required by the various permitting resource agencies - see Appendices A through D. See CEQA NRMP/IAP MM Bio-2, CDFW LSA, and SCVHP 3.1 & 3.2. Qualifications of the QC Specialist and frequency of QC Specialist monitoring visits shall be submitted to County Parks for review and approval in compliance to permitting requirements. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

[edit](#)

### Question 26

The requirements for biological monitoring and surveys during trail construction are not clear within the permit documents, as referenced in SpecialistTable **(Submitted: Feb 20, 2024 4:22:46 PM PST)**

[edit](#)

### Answer

- See response above to Questions 25. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

### Question 27

It is not clear what the requirements are for biological monitoring in compliance with the permits during trail construction (See Section 01 45 00 F-1: Specialist Table). The permits referred to only mention long term monitoring for five years, which I assume the contractor is not responsible for. Can you clarify what the biological monitor will be monitoring and when they're required to be on site? **(Submitted: Feb 20, 2024 4:27:05 PM PST)**

[edit](#)

### Answer

- See response above to Questions 25. Long term monitoring is not required by the Contractor and will be performed by County Parks staff after final completion of the project. **(Answered: Feb 25, 2024 11:38:13 AM PST)**

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# County of Santa Clara

## Parks and Recreation Department

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March 12, 2024

Santa Cruz Mountains Trail Stewardship  
P.O. Box 331  
Santa Cruz, CA 95061  
(805) 300-5247

SUBJECT: Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park

Dear Mr. De Young,

The County of Santa Clara has preliminarily accepted your bid for the construction of the Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park. We are presently preparing an award memo to the County Board of Supervisors, tentatively scheduled for April 16, 2024, recommending an award of contract to Santa Cruz Mountains Trail Stewardship. The award memo recommends award of the Total Base Bid in the amount of \$1,048,656.00.

Once approved by the County Board of Supervisors, a contract agreement will be prepared for execution by your company and the County.

If you have any questions concerning this project, please contact me at (669) 213-3088.

Sincerely,

Stephen J. Koren  
Capital Projects Manager II  
County of Santa Clara, Parks and Recreation Department

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: James R. Williams

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County of Santa Clara  
Parks and Recreation Department



24-4949

**DATE:** April 16, 2024

**TO:** Board of Supervisors

**FROM:** Don Rocha, Director, Parks and Recreation Department

**SUBJECT:** Consider recommendations relating to Bids for the Ojo de Agua Trail at Coyote Lake – Harvey Bear Ranch County Park

**RECOMMENDED ACTION**

Consider recommendations relating to bids for construction of Ojo de Agua Trail at Coyote Lake – Harvey Bear Ranch County Park.

Possible action:

- a. Award contract to Santa Cruz Mountains Trail Stewardship in the amount of \$1,048,656 with a construction time of 180 calendar days.
- b. Approve encumbrance of additional \$104,866 as Supplemental Work Allowance for a total encumbered amount of \$1,153,522.
- c. Authorize County Executive, or designee, as the Owner's Authorized Representative to issue Change Orders as necessary against the allowance for Supplemental Work and to approve modifications to the construction time.
- d. Ratify Addendum to Bid Documents Nos. 1-4, which modified or clarified the Bid Documents in response to contractor questions.

**FISCAL IMPLICATIONS**

There is no impact to the County General Fund as a result of the recommended action.

One-time funding for the Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park is included in the Parks Capital Improvement Program.

**CONTRACT HISTORY**

On January 23, 2024, the Board of Supervisors approved the Project, adopted contract documents, and authorized advertisement of bids for the project (Item No. 82).

As reflected in the January 23, 2024, project approval, this project for construction of the Ojo de Agua Trail was analyzed consistent with the California Environmental Quality Act (CEQA) in the Initial Study/Mitigated Negative Declaration prepared for the Coyote Canyon

Approved: 04/16/2024

Natural Resources Management Plan and Interim Access Plan, which was adopted by the Board of Supervisors on December 10, 2019 (Item No. 78).

## **REASONS FOR RECOMMENDATION AND BACKGROUND**

### *Reasons to Approve Award of Contract*

On February 29, 2024, the Clerk of the Board held a bid opening, and six (6) bids were received. All 6 bids were determined responsive. The bid results and Engineer's Estimate are provided and summarized below:

<b><u>BIDDER</u></b>	<b><u>BASE BID</u></b>
Santa Cruz Mountains Trails Stewardship	\$1,048,656
Hanford Applied Restoration and Conservation	\$1,331,157
Brannon Corporation	\$1,516,721
Joe's Landscaping and Concrete	\$1,580,040
E.E. Gilbert Construction	\$1,595,423
Pacific Underground Construction	\$1,917,628

The Engineer's Estimate was \$1,400,162.

The project bid documents state that the contract will be awarded to the responsible bidder submitting the lowest Total Bid. The lowest bidder, Santa Cruz Mountains Trail Stewardship, of Santa Cruz, CA, is approximately 25% under the Engineer's Estimate. The Parks and Recreation Department (Department) has reviewed the submitted bid documents and qualifications and determined that Santa Cruz Mountains Trail Stewardship is a "Responsible Bidder" eligible for contract award. Therefore, award of contract in the amount of \$1,048,656 plus \$104,866 for Supplemental Work Allowance for a Total Encumbered Amount of \$1,153,522 is recommended.

Four (4) Addenda were issued during the bid period for clarifications requested by the bidders and changes regarding the bid opening procedures. In order to formally incorporate the Addenda into the bid documents, the Department recommends that the Board ratify the Addenda.

### *Reasons to Approve Owner's Authorized Representative (OAR)*

The Department recommends designation of the County Executive, or designee, as the OAR as it will streamline project management and minimize administrative delays and costs to the County.

### *Reasons to Approve Supplemental Work Allowance (SWA)*

The Department recommends an additional encumbrance of \$104,866 (i.e., ten percent (10%) of the Total Base Bid) as a SWA to minimize delays and associated costs for necessary change orders resulting from unknown and/or differing conditions and design errors.

### *Ojo de Agua Trail*

The interim Coyote Canyon trail system includes approximately 10 miles of public recreational trails, consisting of the Woodland Valley, Coyote Ridge, and Ojo de Agua trails. The trails are multi-use natural surface trails for hiking, bicycling, and equestrian use. The Project will construct approximately 1.5-miles of the Ojo de Agua Trail, an approximately 6-foot-wide natural surface trail, which will support public use of the Coyote Canyon Park property. Construction of the Ojo de Agua Trail is a component in providing safe, sustainable use of the property for hikers, bicyclists, and equestrians.

The Ojo de Agua Trail was approved as part of the Coyote Canyon Natural Resources Management Plan and Interim Access Plan (Plan), which was adopted by the Board in December 2019. The Plan identifies a combination of new trails connecting to existing ranch roads to provide access to key points on the property from Coyote Lake-Harvey Bear Ranch. Additionally, the Plan identifies the natural resources within Coyote Canyon and a framework for their management and protection. Given the size of the property, broader public uses and additional access points are deferred to a future master planning process.

#### *Coyote Canyon at Coyote Lake – Harvey Bear Ranch County Park*

In 2016, the County Parks Department acquired the approximately 2,700-acre Coyote Canyon and Coyote Highlands properties, located immediately north of Coyote Lake-Harvey Bear Ranch County Park. The properties, collectively referred to as Coyote Canyon, establish a continuous landscape linkage between Anderson Lake County Park to the north and Coyote Lake-Harvey Bear Ranch County Park to the south, with future regional trail connections envisioned between the two parks as part of the Countywide Trails Master Plan.

### **CHILD IMPACT**

The recommended action will have a positive impact on children and youth through the **Healthy Lifestyle** indicator by providing a recreational trail that currently does not exist and connectivity with a larger regional trail and open space system.

### **SENIOR IMPACT**

The recommended action will have a positive impact on seniors by providing a more opportunities for recreation at Coyote Lake-Harvey Bear Ranch. It will create opportunities for recreation in natural open space areas adjacent to developed portions of South County.

### **SUSTAINABILITY IMPLICATIONS**

The recommended action supports the Board of Supervisors' sustainability objective to protect resources, safety, and recreation. The trail will provide additional opportunities for low-impact recreation and non-motorized mobility by improving connectivity with a larger regional trail and open space system.

### **CONSEQUENCES OF NEGATIVE ACTION**

The Ojo de Agua Trail would not be developed and there would be limited trail access through Coyote Canyon.

### **STEPS FOLLOWING APPROVAL**

Send notification to Stephen Koren and Jennifer Nuñez, Parks and Recreation Department.

## **ATTACHMENTS:**

- Attachment A – ODAT Addendum 1
- Attachment B – ODAT Addendum 2
- Attachment C – ODAT Addendum 3
- Attachment D – ODAT Addendum 4
- Attachment E – Prelim Bid Acceptance Letter

# County of Santa Clara

Office of the Clerk of the Board of Supervisors  
County Government Center, 10th Floor East Wing  
70 West Hedding Street  
San Jose, California 95110-1770  
(408) 299-5001



Curtis Boone  
Acting Clerk of the Board

April 17, 2024

Thad M. Corbett  
Pacific Underground Construction, Inc.  
1817 Stone Avenue  
San Jose, CA 95125

Subject: Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park

Dear Mr. Corbett:

At its regular meeting held on April 16, 2024 (Item No. 92), the County of Santa Clara Board of Supervisors awarded the above referenced project to Santa Cruz mountain Trail Stewardship. Therefore, pursuant to Public Contracts Code Section 20129(a), we are returning the original bid bond that was included with your organization's bid documents. If you have any questions regarding this item, please contact Project Manager Stephen J. Koren at (669)213-3088, or our office at (408) 299-5001.

Thank you for your interest in this project. We look forward to doing business with you in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Campiz", is written over a faint, circular official stamp.

Jessica Campiz  
Deputy Clerk

Enc. Original Bid Bond

cc: file

## DOCUMENT 00 43 13

## BIDDER'S BOND

WHEREAS, we, Pacific Underground Construction, Inc. as Principal,

and The Ohio Casualty Insurance Company as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County") in the penal sum of ten percent (10%) of the total aggregate amount of the Bid of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by this agreement.

WHEREAS, the said Principal is submitting a Bid to the County of Santa Clara **Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park, located at 10840 Coyote Lake Rd, Gilroy, CA 95020**

**The Project will construct approximately 1.5-miles of the Ojo de Agua Trail, an approximately 6-foot-wide natural surface trail, which will support public use of the Coyote Canyon park property. Construction of the Ojo de Agua Trail is a critical component in providing safe, sustainable use of the property for hikers, bicyclists, and equestrians. The trail was approved as part of the Coyote Canyon Natural Resources Management Plan and Interim Access Plan (Coyote Canyon Plan), which was adopted by the Board in December 2019.**

THE CONDITION OF THIS OBLIGATION IS that if the Bid submitted by the said Principal is accepted and the Contract awarded to said Principal within the time periods required in Bid, and if the Principal duly executes the required Agreement, provides the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents, in the form and time periods required by the Bid, then this obligation shall be void, otherwise to remain in full force and effect.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract or the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under Bidders Bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit or claim for payment is brought upon Bidders Bond by the County of Santa Clara and County prevails before an adjudicatory body, Surety shall pay all costs incurred by the County of Santa Clara in such suit or claim, including a reasonable attorney's fee to be fixed by the adjudicating body.

**BIDDING REQUIREMENTS**

**BIDDER'S BOND**  
**Document 00 43 13**  
**Page 2 of 3**

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this 26th day of February, 20 24.

**PRINCIPAL:** Pacific Underground Construction, Inc.

Signature

Thad Michael Corbett  
Name

Vice President  
Title

1817 Stone Avenue  
San Jose, CA 95125  
Address

**SURETY:** The Ohio Casualty Insurance Company

Signature

Stacy M. Clinton  
Name

Attorney-in-fact  
Title

755 Baywood Drive, Suite 221  
Petaluma, CA 94954  
Address

00 43 13-2

## BIDDER'S BOND (CONT'D)

SAN JOSE, CA  
City Where this Form was Signed  
1817 Stone Avenue  
San Jose, CA 95125  
Address for Service

Rohnert Park, CA  
City Where this Form was Signed  
One Embarcadero Center, Suite 1320  
San Francisco, CA 94111  
Address for Service

## NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted an original or an original certified copy of unrevoked resolution of authority for the attorney-in-fact.

\*\*\*PLEASE SEE ATTACHED NOTARY ACKNOWLEDGMENT\*\*\*

## SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA ) ss.  
 )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

\_\_\_\_\_  
Notary Public for the State of California.

Original Acknowledgement by Attorney-in-Fact must be attached.  
Original Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00 43 13

00 43 13-3



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8209682-993881

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stacy M. Clinton, K. Dixon Wright all of the city of Petaluma state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April 2023.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 3rd day of April, 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 26th day of February, 2024



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

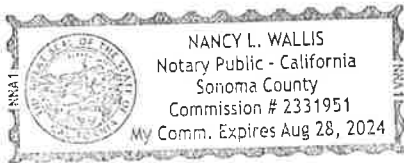
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Sonoma )  
On 2/26/24 before me, Nancy L. Wallis, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Stacy M. Clinton  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nancy L. Wallis  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

# County of Santa Clara

Office of the Clerk of the Board of Supervisors  
County Government Center, 10th Floor East Wing  
70 West Hedding Street  
San Jose, California 95110-1770  
(408) 299-5001



Curtis Boone  
Acting Clerk of the Board

April 17, 2024

Dustin Creson  
E.E. Gilbert Construction, Inc.  
155 Howe Road  
Martinez, CA 94553

Subject: Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park

Dear Mr. Creson:

At its regular meeting held on April 16, 2024 (Item No. 92), the County of Santa Clara Board of Supervisors awarded the above referenced project to Santa Cruz mountain Trail Stewardship. Therefore, pursuant to Public Contracts Code Section 20129(a), we are returning the original bid bond that was included with your organization's bid documents. If you have any questions regarding this item, please contact Project Manager Stephen J. Koren at (669)213-3088, or our office at (408) 299-5001.

Thank you for your interest in this project. We look forward to doing business with you in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Campiz", is written over a horizontal line.

Jessica Campiz  
Deputy Clerk

Enc. Original Bid Bond

cc: file

---

DOCUMENT 00 43 13

## BIDDER'S BOND

WHEREAS, we, E.E. Gilbert Construction, Inc. as Principal,

and Fidelity and Deposit Company of Maryland as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County") in the penal sum of ten percent (10%) of the total aggregate amount of the Bid of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by this agreement.

WHEREAS, the said Principal is submitting a Bid to the County of Santa Clara **Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park, located at 10840 Coyote Lake Rd, Gilroy, CA 95020**

**The Project will construct approximately 1.5-miles of the Ojo de Agua Trail, an approximately 6-foot-wide natural surface trail, which will support public use of the Coyote Canyon park property. Construction of the Ojo de Agua Trail is a critical component in providing safe, sustainable use of the property for hikers, bicyclists, and equestrians. The trail was approved as part of the Coyote Canyon Natural Resources Management Plan and Interim Access Plan (Coyote Canyon Plan), which was adopted by the Board in December 2019.**

THE CONDITION OF THIS OBLIGATION IS that if the Bid submitted by the said Principal is accepted and the Contract awarded to said Principal within the time periods required in Bid, and if the Principal duly executes the required Agreement, provides the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents, in the form and time periods required by the Bid, then this obligation shall be void, otherwise to remain in full force and effect.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract or the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under Bidders Bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit or claim for payment is brought upon Bidders Bond by the County of Santa Clara and County prevails before an adjudicatory body, Surety shall pay all costs incurred by the County of Santa Clara in such suit or claim, including a reasonable attorney's fee to be fixed by the adjudicating body.

**BIDDING REQUIREMENTS**

**BIDDER'S BOND**  
**Document 00 43 13**  
**Page 2 of 3**

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this 7th day of February, 2024.

**PRINCIPAL:** E.E. Gilbert Construction, Inc.

Signature

Name

Title

155 Howe Road, Martinez, CA 94553

Address

**SURETY:** Fidelity and Deposit Company of Maryland

Signature

Elizabeth Collodi

Name

Attorney-in-Fact

Title

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

Address

00 43 13-2

## BIDDER'S BOND (CONT'D)

Martinez, CA  
City Where this Form was Signed  
155 Howe Road, Martinez, CA 94553  
Address for Service

Chico, CA  
City Where this Form was Signed  
1357 E. Lassen Avenue, Chico CA 95973  
Address for Service

## NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted an original or an original certified copy of unrevoked resolution of authority for the attorney-in-fact.

## SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA                    )  
COUNTY OF SANTA CLARA            )       ss.  
  )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

## WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)                   -See Attached – California all Purpose Acknowledgment Complies with Civil Code section 1189.

\_\_\_\_\_  
Notary Public for the State of California.

Original Acknowledgement by Attorney-in-Fact must be attached.  
Original Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00 43 13

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa )

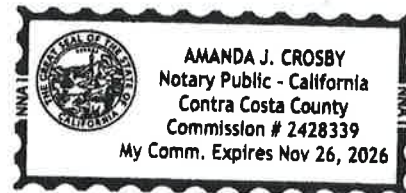
On February 22, 2024 before me, Amanda J. Crosby, Notary Public  
(insert name and title of the officer)

personally appeared Stephen George,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Amanda Crosby* (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

On February 7, 2024 before me, Sara Walliser, Notary Public  
(insert name and title of the officer)

personally appeared Elizabeth Collodi,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in  
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John Hopkins, Sara Walliser, Renee Ramsey, Jessica Monlux, Elizabeth Collodi, John J. Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Claudine Gordon, Kristie Phillips, Michael K. Feeney, Breanna Boatright, Kathleen Le, Sharon Smith, Cassandra Medina, all of Chico, California** EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of December, A.D. 2023.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland**  
**County of Baltimore**

On this 15th day of December A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

**GENEVIEVE M. MAISON**  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

**Fidelity and Deposit Company of Maryland**

*of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,  
Automobile, Aircraft and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California,*

*THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 12<sup>th</sup> day of March,*  
*2019, I have set my hand and caused my official seal to be affixed this*  
*12<sup>th</sup> day of March, 2019.*



Ricardo Lara  
*Insurance Commissioner*

Valerie Sarfaty  
for Catalina Hayes-Bautista  
*Insurance Chief Deputy*

By

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

# County of Santa Clara

Office of the Clerk of the Board of Supervisors  
County Government Center, 10th Floor East Wing  
70 West Hedding Street  
San Jose, California 95110-1770  
(408) 299-5001



Curtis Boone  
Acting Clerk of the Board

April 17, 2024

Joe Garcia  
Joe's Landscaping & Concrete Inc.  
P.O. BOX 883  
Newman, CA 95360

Subject: Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park

Dear Mr. Garcia:

At its regular meeting held on April 16, 2024 (Item No. 92), the County of Santa Clara Board of Supervisors awarded the above referenced project to Santa Cruz mountain Trail Stewardship. Therefore, pursuant to Public Contracts Code Section 20129(a), we are returning the original bid bond that was included with your organization's bid documents. If you have any questions regarding this item, please contact Project Manager Stephen J. Koren at (669)213-3088, or our office at (408) 299-5001.

Thank you for your interest in this project. We look forward to doing business with you in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Campiz", is written over a blue circular stamp.

Jessica Campiz  
Deputy Clerk

Enc. Original Bid Bond

cc: file

---

DOCUMENT 00 43 13

## BIDDER'S BOND

WHEREAS, we, Joe's Landscaping & Concrete, Inc. as Principal,

and Granite Re, Inc. dba Granite Surety Insurance Company as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County") in the penal sum of ten percent (10%) of the total aggregate amount of the Bid of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by this agreement.

WHEREAS, the said Principal is submitting a Bid to the County of Santa Clara **Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park, located at 10840 Coyote Lake Rd, Gilroy, CA 95020**

**The Project will construct approximately 1.5-miles of the Ojo de Agua Trail, an approximately 6-foot-wide natural surface trail, which will support public use of the Coyote Canyon park property. Construction of the Ojo de Agua Trail is a critical component in providing safe, sustainable use of the property for hikers, bicyclists, and equestrians. The trail was approved as part of the Coyote Canyon Natural Resources Management Plan and Interim Access Plan (Coyote Canyon Plan), which was adopted by the Board in December 2019.**

THE CONDITION OF THIS OBLIGATION IS that if the Bid submitted by the said Principal is accepted and the Contract awarded to said Principal within the time periods required in Bid, and if the Principal duly executes the required Agreement, provides the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents, in the form and time periods required by the Bid, then this obligation shall be void, otherwise to remain in full force and effect.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract or the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under Bidders Bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit or claim for payment is brought upon Bidders Bond by the County of Santa Clara and County prevails before an adjudicatory body, Surety shall pay all costs incurred by the County of Santa Clara in such suit or claim, including a reasonable attorney's fee to be fixed by the adjudicating body.

**BIDDING REQUIREMENTS**

**BIDDER'S BOND**  
**Document 00 43 13**  
**Page 2 of 3**

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this 29 day of  
February, 20 24.

**PRINCIPAL:** Joe's Landscaping & Concrete, Inc.

Signature

Name

Title

802 Inyo Ave, Newman, CA 95360

Address

**SURETY:** Granite Re, Inc. dba Granite Surety Insurance Company

Signature

Kenneth D. Whittington

Name

Attorney-in-Fact

Title

14001 Quailbrook Drive, Oklahoma City, OK 73134

Address

00 43 13-2

---

**BIDDER'S BOND (CONT'D)**

NEWMAN  
 City Where this Form was Signed  
 802 Inyo Avenue, Newman, CA 95360  
 Address for Service

Oklahoma City, OK  
 City Where this Form was Signed  
 14001 Quailbrook Drive, Oklahoma City, OK 73134  
 Address for Service

**NOTE TO SURETY COMPANY:**

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted an original or an original certified copy of unrevoked resolution of authority for the attorney-in-fact.

**SURETY COMPANY ATTORNEY-IN-FACT**

STATE OF OKLAHOMA                     )  
 COUNTY OF OKLAHOMA                )     ss.  
   )

On February 29, 2024, before me, the undersigned, a Notary Public in and for the State, personally appeared Kenneth D. Whittington, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.



Krista Ashman  
 Notary Public for the State of Oklahoma.

Original Acknowledgement by Attorney-in-Fact must be attached.  
 Original Corporate seals of Principal and Surety must be attached.

**END OF DOCUMENT 00 43 13**

**GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

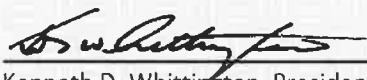
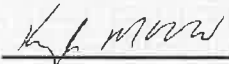
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof**, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF OKLAHOMA    )

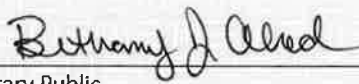


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
\_\_\_\_\_  
Notary Public

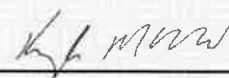
**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
February 29, 2024 .



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus )

On February 29, 2024 before me, Ofelia Rocha  
(insert name and title of the officer)

personally appeared Joe Garcia,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Ofelia Rocha

(Seal)



## DOCUMENT 00 45 19

## NON-COLLUSION AFFIDAVIT

A. In accordance with Public Contract Code section 7106

JOE GARCIA

(Bidder's full name)

being first duly sworn, deposes and says that he or she is

PRESIDENT

(Proposer's title)

of

JOE'S LANDSCAPING & CONCRETE INC.

(Company's name)

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, and 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract. 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.

B. STATEMENT OF BIDDER

Has the Bidder, or any officer of the Bidder or any employee of the Bidder who may have a proprietary interest in the Bid, ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state, or local governmental project because of a violation of law or safety regulations:

YES \_\_\_ NO ☒

If your answer is yes, explain the circumstances:

END OF DOCUMENT 00 45 19

00 01 01 - 1

# County of Santa Clara

Office of the Clerk of the Board of Supervisors  
County Government Center, 10th Floor East Wing  
70 West Hedding Street  
San Jose, California 95110-1770  
(408) 299-5001



Curtis Boone  
Acting Clerk of the Board

April 17, 2024

Renee Brannon  
Brannon Corporation  
10492 Dougherty Avenue  
Morgan Hill, CA 95037

Subject: Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park

Dear Renee Brannon:

At its regular meeting held on April 16, 2024 (Item No. 92), the County of Santa Clara Board of Supervisors awarded the above referenced project to Santa Cruz mountain Trail Stewardship. Therefore, pursuant to Public Contracts Code Section 20129(a), we are returning the original bid bond that was included with your organization's bid documents. If you have any questions regarding this item, please contact Project Manager Stephen J. Koren at (669)213-3088, or our office at (408) 299-5001.

Thank you for your interest in this project. We look forward to doing business with you in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Campiz".

Jessica Campiz  
Deputy Clerk

Enc. Original Bid Bond

cc: file

## DOCUMENT 00 43 13

## BIDDER'S BOND

WHEREAS, we, Brannon Corporation as Principal,

and Everest National Insurance Company as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County") in the penal sum of ten percent (10%) of the total aggregate amount of the Bid of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by this agreement.

WHEREAS, the said Principal is submitting a Bid to the County of Santa Clara **Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park, located at 10840 Coyote Lake Rd, Gilroy, CA 95020**

**The Project will construct approximately 1.5-miles of the Ojo de Agua Trail, an approximately 6-foot-wide natural surface trail, which will support public use of the Coyote Canyon park property. Construction of the Ojo de Agua Trail is a critical component in providing safe, sustainable use of the property for hikers, bicyclists, and equestrians. The trail was approved as part of the Coyote Canyon Natural Resources Management Plan and Interim Access Plan (Coyote Canyon Plan), which was adopted by the Board in December 2019.**

THE CONDITION OF THIS OBLIGATION IS that if the Bid submitted by the said Principal is accepted and the Contract awarded to said Principal within the time periods required in Bid, and if the Principal duly executes the required Agreement, provides the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents, in the form and time periods required by the Bid, then this obligation shall be void, otherwise to remain in full force and effect.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract or the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under Bidders Bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit or claim for payment is brought upon Bidders Bond by the County of Santa Clara and County prevails before an adjudicatory body, Surety shall pay all costs incurred by the County of Santa Clara in such suit or claim, including a reasonable attorney's fee to be fixed by the adjudicating body.

**BIDDING REQUIREMENTS**

**BIDDER'S BOND**  
**Document 00 43 13**  
**Page 2 of 3**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 22nd day of February, 2024.

**PRINCIPAL:** Brannon Corporation

R. Br

Signature

Renee Brannon

Name

President

Title

10492 Dougherty Avenue, Morgan Hill CA 95037

Address

**SURETY:** Everest National Insurance Company

VSA

Signature

Vincent M. Scolari

Name

Attorney-In-Fact

Title

1340 Treat Blvd., Suite 450, Walnut Creek CA 94597

Address

00 43 13-2

## BIDDER'S BOND (CONT'D)

Morgan Hill  
City Where this Form was Signed10492 Dougherty Avenue, Morgan Hill CA 95037  
Address for ServiceCampbell CA 95008  
City Where this Form was Signed1340 Treat Blvd., Suite 450, Walnut Creek CA 94597  
Address for Service

## NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted an original or an original certified copy of unrevoked resolution of authority for the attorney-in-fact.

## SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA                     )  
COUNTY OF SANTA CLARA            )     ss.

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Please see attached certificate(s)  
Notary Public for the State of California.

Original Acknowledgement by Attorney-in-Fact must be attached.  
Original Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00 43 13

00 43 13-3

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

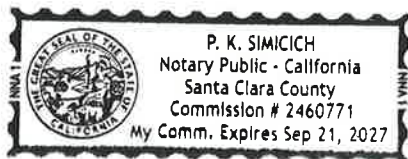
County of Santa Clara )

On February 22, 2024 before me, P. K. Simicich, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared Vincent M. Scolari  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:



**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

**Vincent M. Scolari, Patricia K. Simicich, Wendy R. Pastora, David J. Bachan, Charles M. Griswold, Steven M. Duke, Yesenia Rivera**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10<sup>th</sup> day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22<sup>nd</sup> of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239736  
Qualified In Queens County  
Term Expires April 26, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 22<sup>nd</sup> day of February, 2024.



By: Sylvia Semerdjian, Assistant Secretary

# County of Santa Clara

Office of the Clerk of the Board of Supervisors

County Government Center, 10th Floor East Wing

70 West Hedding Street

San Jose, California 95110-1770

(408) 299-5001



Curtis Boone

Acting Clerk of the Board

April 17, 2024

Douglas Hanford, CEO

Hanford Applied Restoration & Conservation

755 baywood Drive, Suite 380

Petaluma, CA 94954

Subject: Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park

Dear Mr. Hanford:

At its regular meeting held on April 16, 2024 (Item No. 92), the County of Santa Clara Board of Supervisors awarded the above referenced project to Santa Cruz mountain Trail Stewardship. Therefore, pursuant to Public Contracts Code Section 20129(a), we are returning the original bid bond that was included with your organization's bid documents. If you have any questions regarding this item, please contact Project Manager Stephen J. Koren at (669)213-3088, or our office at [BoardOperations@cob.sccgov.org](mailto:BoardOperations@cob.sccgov.org).

Thank you for your interest in this project. We look forward to doing business with you in the future.

Sincerely,

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Jessica Campiz

Deputy Clerk

Enc. Original Bid Bond

cc: file

---

DOCUMENT 00 43 13

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WHEREAS, we, Hanford Applied Restoration & Conservation as Principal,

and Nationwide Mutual Insurance Company as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County") in the penal sum of ten percent (10%) of the total aggregate amount of the Bid of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by this agreement.

WHEREAS, the said Principal is submitting a Bid to the County of Santa Clara **Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park, located at 10840 Coyote Lake Rd, Gilroy, CA 95020**

**The Project will construct approximately 1.5-miles of the Ojo de Agua Trail, an approximately 6-foot-wide natural surface trail, which will support public use of the Coyote Canyon park property. Construction of the Ojo de Agua Trail is a critical component in providing safe, sustainable use of the property for hikers, bicyclists, and equestrians. The trail was approved as part of the Coyote Canyon Natural Resources Management Plan and Interim Access Plan (Coyote Canyon Plan), which was adopted by the Board in December 2019.**

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Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract or the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under Bidders Bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit or claim for payment is brought upon Bidders Bond by the County of Santa Clara and County prevails before an adjudicatory body, Surety shall pay all costs incurred by the County of Santa Clara in such suit or claim, including a reasonable attorney's fee to be fixed by the adjudicating body.

**BIDDING REQUIREMENTS**

**BIDDER'S BOND**  
**Document 00 43 13**  
**Page 2 of 3**

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this 20th day of February, 2024.

**PRINCIPAL:** Hanford Applied Restoration & Conservation

Signature

Douglas Hanford

Name

CEO/Secretary/CFO

Title

755 Baywood Drive, Suite 380, Petaluma, CA 94954  
Address

**SURETY:** Nationwide Mutual Insurance Company

Signature

Jon Richard Sullivan

Name

Attorney-in-Fact

Title

One West Nationwide Blvd., Columbus, OH 43215  
Address

00 43 13-2

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BIDDER'S BOND (CONT'D)

---

Petaluma, CACity Where this Form was Signed755 Baywood Drive, Suite 380, Petaluma, CA 94954  
Address for ServiceNovato, CACity Where this Form was SignedOne West Nationwide Blvd., Columbus, OH 43215  
Address for Service**NOTE TO SURETY COMPANY:**

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted an original or an original certified copy of unrevoked resolution of authority for the attorney-in-fact.

**SURETY COMPANY ATTORNEY-IN-FACT****\*PLEASE SEE ATTACHED NOTARY ACKNOWLEDGMENT\***STATE OF CALIFORNIA                     )  
COUNTY OF SANTA CLARA            )       ss.  
  )

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

---

Notary Public for the State of California.

Original Acknowledgement by Attorney-in-Fact must be attached.  
Original Corporate seals of Principal and Surety must be attached.

**END OF DOCUMENT 00 43 13**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sonoma

On February 20, 2024 before me, Cynthia D. Orme, Notary Public  
(insert name and title of the officer)

personally appeared Douglas Hanford  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin )

On February 20, 2024 before me, Emma Nichols, Notary Public  
(insert name and title of the officer)

personally appeared Jon Richard Sullivan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

EMMALYN NICHOLS; JON RICHARD SULLIVAN; TAMMY BATES;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

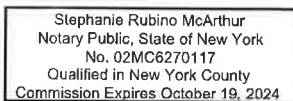


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

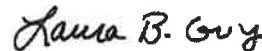


Notary Public  
My Commission Expires  
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of February, 2024.



Assistant Secretary

DOCUMENT 00 52 00  
AGREEMENT

THIS AGREEMENT ("Agreement") is dated this 16 day of April, 2024 ("Contract Date"), and is by and between the County of Santa Clara, ("Owner") and **Santa Cruz Mountains Trail Stewardship** ("Contractor"), whose place of business is located at **719 Swift St, Unit 7, Santa Cruz, CA 95060**.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Owner and Contractor agree as follows:

**ARTICLE 1 — SCOPE OF WORK**

**1.01** County has awarded to Contractor the Contract for Construction of the Project known and described as:

.A Project Name: **Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park**

**1.02** Contractor shall perform and complete all Work specified or indicated in the Contract Documents, including without limitation, all materials, equipment, tools and labor necessary or reasonably inferable as necessary to complete the Work, or any phase of the Work, in accordance with the terms of the Contract Documents.

**1.03** The Work includes compliance with all Codes and Laws and the requirements of the County's Mandatory Policy Provisions stated below.

**ARTICLE 2 — CONTRACT SUM**

**2.01** Owner shall pay Contractor as the "Contract Sum" for completion of Work in accordance with the Contract Documents:

.A The total sum of **\$1,048,656.00**

**2.02** The Contract Documents define the composition and all-inclusive scope of the Contract Sum.

**ARTICLE 3 — CONTRACT DOCUMENTS**

**3.01** The Contract Documents include the following Documents, Specifications and Drawings, generally described and referenced on Document 00 01 10 (Table of Contents):

- .A Division 00 of this Project Manual (excluding only Document Series 00 20 00 and Document Series 00 30 00);
- .B All Specifications (Divisions 01 through 48 or above if applicable) (no exclusions);
- .C All Drawings [Note to specifier -- provide title or drawing list of reference, if any materials are information only, please so identify or indicate the drawings will so identify];
- .D All Addenda issued to the above documents issued prior to Bid; and,
- .E Any other document(s) specifically incorporated by reference into any of the foregoing Contract Documents that show the Work performed or to be performed by Contractor for the Contract Sum

**3.02** There are no Contract Documents other than those listed in this Document 00 52 00. After

00 52 00-1

Ojo de Agua Trail at Coyote Lake-Harvey Bear County Park  
Project Manual - Issued for Bid - January 23, 2024

24-4949

APR 16 2024

execution of this Agreement, the Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

- 3.03** Documents contained in the Project Manual within Series 00 20 00 (Solicitation) which provide procedures for bidding, and Documents within Series 00 30 00 (Available Information) which provide information on existing conditions, are Bidding Documents only and are not Contract Documents. For example, Document 01 21 13 (Instructions to Bidders) and Document 00 31 00 (Available Project Information) are not Contract Documents.

#### **ARTICLE 4 — FORMATION OF CONTRACT**

- 4.01** Formation of a contract between the parties requires accomplishment of the following: (1) execution of this Agreement by Contractor; (2) submission by Contractor and acceptance by Owner of all required bonds, insurance, certifications, documents, and all other materials required by the Instructions to Bidders to the satisfaction of Owner; and (3) execution of this Agreement by Owner. No contract is formed until these three elements have been accomplished as indicated by Owner's execution of Agreement and delivery to Contractor of a mutually signed Agreement.

#### **ARTICLE 5 — CONTRACT TIME; LIQUIDATED DAMAGES**

##### **5.01 Contract Times**

- .A Following formation of the Contract, Owner's Authorized Representative will issue a Notice to Proceed with the Work that will state the first day charged to the Contract Time (Commencement Date).
- .B Contractor shall achieve Substantial Completion of the entire Work no later than **180 Calendar Days** from the Commencement Date in Owner's Notice to Proceed, or **before of October 15, 2024**, per permit requirements. Designated portions of the Work must be completed according to the following Milestones.
- .C Contractor shall not begin on-site construction work earlier than April 15, 2024, per permit requirements for work within waterways.
- .D Contractor shall achieve Final Completion of the entire Work no later than November 15, 2024, per permit requirements for construction work within waterways.
- .E Article 9 of Document 00 72 00 (General Conditions) provides references and procedures to achieve Substantial Completion and Final Completion.

##### **5.02 Liquidated Damages**

- .A All time limits for Milestones, if any, Substantial Completion, and Final Completion (collectively, the "Contract Times"), are of the essence of the Contract.
- .B Owner and Contractor recognize and agree Owner will suffer financial loss if the Work is not completed within the Contract Times specified, taking into account any extensions thereof allowed in accordance with the Contract Documents.
- .C Consistent with terms, conditions, stipulations and limitations in Document 00 72 00 (General Conditions) regarding liquidated damages, Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual

damages incurred by Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any phase or subproject, Owner and Contractor agree that Contractor shall pay Owner as liquidated damages the amounts provided below.

- .1 As liquidated damages for delay Contractor shall pay to Owner Seven Hundred Fifty Dollars (\$750) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
  - .2 As liquidated damages for delay Contractor shall pay to Owner Five Hundred Dollars (\$500) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.
- .D Measures of liquidated damages shall apply cumulatively. Limitations, definitions, and stipulations regarding liquidated damages are set forth in Document 00 72 00 (General Conditions).

#### **ARTICLE 6 — WORKERS' COMPENSATION**

- 6.01 By my signature hereunder, as Contractor, I certify and represent that 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.

#### **ARTICLE 7 — CONTRACTOR'S LICENSE AND DIR REGISTRATION**

- 7.01 Contractors and Subcontractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractor's State License Board at 1020 "N" Street, Sacramento, CA 95814. Contractor shall comply and cause its Subcontractors to comply with all requirements of the Contractor's License Law at all times applicable to the Work of the Contract.
- 7.02 No Contractor or Subcontractor may perform work on the Project without being registered with the Department of Industrial Relations (DIR). Contractor represents and warrants that it is registered with the DIR. Contractor shall maintain its registration with the DIR throughout the course of the Work. Contractor is responsible for verifying that each Subcontractor, including any Subcontractor not listed on the Bid proposal for the Project is registered with the DIR at the time the Subcontractor performs work on the Project. If any Subcontractor is not registered at the time the Subcontractor is to commence work, Contractor shall require the Subcontractor to register and may not permit the Subcontractor to commence work until the Subcontractor's registration is complete.

.A Contractor's DIR Registration Number: **1000461941**

#### **ARTICLE 8 – COUNTY'S MANDATORY POLICY PROVISIONS**

##### **8.01 Equal Opportunity/Nondiscrimination**

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical

disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

#### **8.02 Beverage Nutritional Criteria**

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events. If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving. If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

#### **8.03 No Smoking**

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

#### **8.04 Wage Theft Prevention**

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT

CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11<sup>th</sup> Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

## 8.05 Living Wage.

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their Subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hirings, protection from retaliation, and labor peace. If Contractor and /or a Subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions, including, but not limited to, the following: (a) suspend, modify, or terminate the Direct Services Contract; (b) require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County; (c) waive all or part of Division B36 or the Living Wage Policy. This provision shall not be construed to limit an employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable

contracts. Nothing in this section is intended to be contrary to prevailing wage laws – and to the extent there is conflict, State prevailing wage laws shall govern and control this Contract.

#### 8.06 Conflicts of Interest.

Contractor shall comply, and require its Subcontractors to comply, with all applicable (i) requirements governing impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations, including without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by Owner.

In accepting this Agreement, Contractor covenants and represents that is presently has no interest, and will not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to Contractor's employees and Subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the Owner with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the Owner under this Agreement. Contractor shall immediately notify the Owner of the names and email addresses of any additional individuals later assigned to provide such service to the Owner under this Agreement in such a capacity. Contractor shall immediately notify the Owner of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the Owner.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

#### 8.07 COVID-19 Vaccination Requirements

- A. Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the [Contractor Certification of](#)

[Compliance with COVID-19 Vaccine Requirements \("Certification"\)](#), found at the above website. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

- B. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

## **ARTICLE 9 – MISCELLANEOUS**

- 9.01** Terms and abbreviations used in this Agreement are defined in Document 00 71 00 (Contracting Definitions) and Document 00 72 00 (General Conditions) and will have the meaning indicated therein. Prior to executing this Agreement, Contractor has performed all required pre-construction investigations required and described in the Bidding Documents and the Contract Documents, including without limitation, Document 00 21 13 (Instructions to Bidders) and Document 00 73 10 (Site Conditions).
- 9.02** Unless expressly stated otherwise in the Contract Documents, all notices or demands to Owner or Contractor under the Contract Documents shall be in writing and directed to the other at the respective addresses identified under each party's signatures below, or by hand delivery or to such other person(s) and address(es) as a party shall provide to another. Except as otherwise expressly provided herein, notices shall be dispatched by facsimile transmission, overnight delivery by reputable courier service and/or U.S. mail. Except as otherwise expressly provided herein, notices dispatched by facsimile or overnight delivery shall be deemed received on the business day following dispatch. Notices dispatched by U.S. mail shall be deemed received on the third business day following dispatch. Email transmission of PDF images shall be effective upon express acknowledgement of receipt by the Authorized Representative of the receiving party.
- 9.03** In order to induce Owner to enter into this Agreement, Contractor represents and warrants that at all time applicable to the performance of the Work of the Contract Documents, including submission of its Bid and execution of this Agreement, that the following is true and will remain true: Contractor is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors having all required licenses and certifications to perform the Work; that Contractor is duly qualified to conduct business in the State of California; that Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- 9.04** Contractor shall not assign any portion of Contractor's responsibilities under the Contract Documents without Owner's express written consent.
- 9.05** Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by

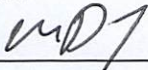
any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

- 9.06** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 9.07** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 9.08** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Santa Clara.
- 9.09** In entering into this Agreement, Contractor warrants and represents that it and all Subcontractors were registered all with the Department of Industrial Relations when the Project was bid and shall remain so registered through Completion. Failure to comply with this provision is material breach of this Agreement.
- 9.10** Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 5<sup>th</sup> day of June, 2024.

**CONTRACTOR:**

Signature: 

Contractor's License No. **1050446**

Printed Name: **Matthew De Young**

License Class: **A**

Title: **Executive Director**

License Expiration Date: **02/28/2025**

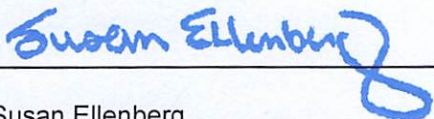
Address: **719 Swift St, Unit 7, Santa Cruz, CA 95060**

If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.

**COUNTY OF SANTA CLARA:**

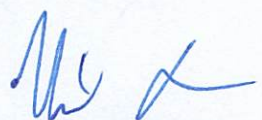
**Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors**

ATTEST:

  
Susan Ellenberg  
President of the Board of Supervisors

  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND LEGALITY**

  
Nicholas DeFiesta, Deputy County Counsel

**END OF DOCUMENT 00 52 00**

# County of Santa Clara

Office of the Clerk of the Board of Supervisors

County Government Center, 10th Floor East Wing

70 West Hedding Street

San Jose, California 95110-1770

(408) 299-5001

Curtis Boone

Acting Clerk of the Board



Matthew De Young, Executive Director  
Santa Cruz Mountain Trail Stewardship  
719 Swift Street, Unit 7  
Santa Cruz, CA 95060

## **NOTICE OF AWARD**

Ojo de Agua Trail at Coyote Lake-Harvey Bear Ranch County Park  
Contract No. 24-06

Dear Mr. De Young:

At the April 16, 2024 regular meeting of the County of Santa Clara Board of Supervisors (Item 92), the Board authorized acceptance of your bid for public works construction in the sum of 1,048,656 and authorized the President to execute an Agreement with Santa Cruz Mountain Trail Stewardship, for the project referenced above.

Enclosed is the Contract for your records.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tina Purpura", is written over the word "Sincerely,".

Tina Purpura  
Deputy Clerk

Enclosures