



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS
SPECIFICATIONS
FOR

**MISSION TRAIL NATURE PRESERVE WEED ERADICATION PROJECT
PROJECT #19-20-009**

Bidder Questions Due by:

December 27, 2019

**Direct questions to Agnes Martelet, Environmental Compliance Manager at
amartelet@ci.carmel.ca.us**

Responses to Bidder Questions to Be Responded to and Posted on City Website by:

January 6, 2019 at 12:00pm

Bid Submittal Due Date and Time:

January 10, 2019 at 12:00pm

Prepared by
City of Carmel-by-the-Sea
Department of Public Works
Junipero Avenue between Fourth and Fifth Avenue
Carmel-by-the-Sea, CA 93921
Website: <http://ci.carmel.ca.us>

TECHNICAL SPECIFICATIONS PREPARED BY:



Agnes Martelet
Environmental Compliance Manager

DATE: December 16, 2019

APPROVED FOR BIDDING:



Robert M. Harary, P.E.
Director of Public Works

DATE: December 16, 2019

**MISSION TRAIL NATURE PRESERVE WEED ERADICATION PROJECT
19-20-009**

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**CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS**

PART I: NOTICE TO CONTRACTORS

The City of Carmel-by-the-Sea (the "City") is soliciting bids from qualified contractors to conduct two sessions of manual weed removal treatment in approximately 1 acre of land at Mission Trail Nature Preserve, where shown on the map in Appendix C and as stated in the bid item descriptions and specifications in Part II. The site has been staked at the Preserve with stakes and blue ribbons.

Submit bid for the work by hand delivery, or mail as follows:

US Post Office
City of Carmel-by-the-Sea
Public Works Department
P.O. Box CC
Carmel-by-the-Sea, CA 93921

OR

FedEx/UPS/ Courier Service or Hand Delivery
City of Carmel-by-the-Sea
Public Works Department
East side of Junipero St. between 4th and 5th Ave.
Carmel-by-the-Sea, CA 93921

At the time of contract award, the Contractor must be legally entitled to perform Contracts requiring a California C-27 Landscaping Contractor's License.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary Contract documents and forms, are available on-line from the City's website located at <http://ci.carmel.ca.us>. **Submit the original bid proposal unbound with wet signatures (see Appendix A for required Bid Forms for Submittal) in an envelope clearly marked on the exterior Mission Trail Nature Preserve Weed Eradication Project.**

INQUIRIES

Please send questions via email to Agnes Martelet, Environmental Compliance Manager, at amartelet@ci.carmel.ca.us.

To provide adequate response time prior to the bid opening, all questions regarding this Invitation for Bids must be submitted in writing to the person shown above by the time stated on the cover sheet. If the issue materially affects the Bid, the information will be incorporated into an addendum and posted on the City's website at <http://ci.carmel.ca.us> by the date and time listed on the cover sheet.

PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars (\$1,000). Local wage rates may be obtained from the Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Contractor awarded a public works Contract that uses a craft or classification not in the general prevailing wage determinations is required to pay the wage rate most closely related in the general determinations, effective at the time of the bid opening.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any

Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Carmel-by-the-Sea shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works Contract subject to the requirements of Chapter 1 of the Labor Code, within five (5) days of the award, but in no event later than the first day in which a Contractor has workers employed upon the public work. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext>) and shall include the name and registration number issued by the DIR pursuant to Section 1725.5 of the Contractor, the name and registration number issued by the DIR pursuant to Section 1725.5 of any subcontractor listed on the successful bid, the bid and Contract award dates, the Contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

Additional Information Effective 2017:

In 2014, SB 854 (Chapter 28, Statutes of 2014) created a new system for oversight of prevailing wage compliance by the California DIR. It required Contractors and subcontractors to register with the DIR in order to bid or Contract for public works projects and to submit payroll records directly to the DIR through a new online portal. SB 854 also required cities and other local agencies to notify the DIR online within thirty days after award of a public works Contract.

SB 96 (Chapter 28, Statutes of 2017) was signed into law on June 27, 2017, as a budget trailer bill and became effective immediately. SB 96 refines and expands SB 854's requirements and adds significant penalties for local agencies that fail to comply with prevailing wage requirements. Because prevailing wage requirements apply to all public works Contracts over \$1,000, these new requirements will apply to the vast majority of municipal public works projects.

The Public Contract Code requires Bidders to submit a list of every subcontractor that will perform work in excess of one half of one percent of the Contract price. SB 96 requires that the subcontractor list form now include the DIR registration number for each listed subcontractor. An inadvertent error in listing a subcontractor's DIR number will not be grounds for a bid protest or for rejecting the bid as nonresponsive if the Contractor provides the correct number within 24 hours following the bid opening.

BID VALIDITY

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid may only be allowed if the criteria set forth in California Public Contracts Code, Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of Bidders request to withdraw bid shall be at the sole discretion of the City.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the Bidders, the City may reject any or all bids.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the Environmental Compliance Manager shall be immediately notified. All requests for interpretations must be submitted by December 27th by email to amartelet@ci.carmel.ca.us.

If found necessary, interpretation or correction will be made by written Addendum, a copy of which will be posted on the City website at <http://ci.carmel.ca.us>. Such Addenda are to be considered as part of the Contract documents, and the Bidder shall acknowledge this condition by listing each Addendum by number in his bid. The Environmental Compliance Manager shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The Environmental Compliance Manager reserves the right to make decisions on extending the bid period.

PART II:



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

**MISSION TRAIL NATURE PRESERVE WEED ERADICATION PROJECT
19-20-009**

BID PROPOSAL

To the Honorable City Council
City of Carmel-by-the-Sea
City Clerk
Eastside of Monte Verde
Between Ocean and Seventh Avenues
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sum prices set forth in the following schedule.

BID APPROVAL:

PRINCIPAL/ OWNER

COMPANY

DATE: _____

**MISSION TRAIL NATURE PRESERVE WEED ERADICATION PROJECT
19-20-009**

COMPANY

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		\$
2	Weed Eradication (1 Acre)	2	Session		\$
3					\$
4					\$
5					\$
6					\$
7					\$
8					\$
9					\$
10					\$
TOTAL BASE BID:					\$
Based Bid Total: (In Words)					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

BASIS OF AWARD

Award of Contract, if any be made, shall be made to the Contractor with the lowest responsive, responsible bid based on the Total Base Bid.

BID ITEM DESCRIPTIONS AND SPECIFICATIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the

Specifications and as directed by the Environmental Compliance Manager. This item also includes the movement of personnel, equipment, supplies and incidentals to and from the project site, sanitary facilities, temporary utilities, storm drainage and erosion control best management practices, and all other work and operations, which must be incurred prior to the beginning of and after the end of work. This item shall also include obtaining insurance policies, licenses, and permits required by the Contract documents, project meetings, schedules, coordination and all related administrative costs for this Project.

2. Weed Eradication

Measurement and payment for this item shall be on a per session basis for two sessions of weed eradication of an area approximately 1 acre in size as shown on the attached map. Both sessions will occur in the same area.

The goal of this project is to permanently eliminate all non-native weed species listed below from a disturbed 1-acre site shown on the map in Appendix C where large eucalyptus and acacia were removed with heavy equipment in fall 2018 through spring 2019. Scattered native species are recruiting in the disturbed zone, along with a plethora of invasive species. Native plants shall be protected, to the extent possible during weed eradication efforts. Weed eradication is being conducted to prepare the site for restoration to native riparian habitat. Weed treatment sessions to eliminate invasive species shall be conducted **by hand or with hand tools only**, between January 15 and February 28, 2020, and again between May 1 and June 30, 2020. A two-hour orientation will be provided by the City's contract biologist for field crews before the start of the first session of weed eradication work. If any delay occurs due to reasons beyond the contractor's control, such that the first session of weed removal cannot be completed during the winter of 2020, the first session of weed removal will be conducted between May 1 and June 30, 2020, and the second session between November 1 and December 31, 2020.

At the end of the final treatment period in June 2020, there will be 0% cover and no rooted, live plants of the following target weed species in the 1-acre project site (listed in priority order):

- a) Cape ivy (*Delairea odorata*)
- b) Seedling blue gum eucalyptus (*Eucalyptus globulus*)
- c) Seedling acacia (*Acacia* spp.)
- d) Sprouting acacia plants developing along buried acacia tree roots
- e) French broom (*Genista monspessulana*)
- f) Poison hemlock (*Conium maculatum*)
- g) Nasturtium (*Tropaeolum* sp.)
- h) English ivy (*Hedera helix*)
- i) Periwinkle (*Vinca major*)
- j) Mustard (*Brassica* sp.)
- k) Wild radish (*Raphanus sativus*)
- l) *Crocasmia* sp.
- m) Annual thistles
- n) Calla lily (*Zantedeschia aethiopica*)
- o) Iceplant (*Carpobrotus chilensis*)
- p) Curly dock (*Rumex crispus*)
- q) Veldt grass (*Ehrharta erecta* and *E. calycina*)

Other weed species encountered at the site, or around the perimeter of the 1-acre area may be targeted for removal, as mutually agreed upon by the Contractor and Environmental Compliance Manager.

All weed biomass shall be removed and disposed of at an approved location off-site. Care shall be taken to not drop or leave any pieces of Cape ivy or English ivy behind. Vehicular access will be granted during the weed eradication work sessions for a maximum of two vehicles per day. Work shall be conducted between the hours of 8 AM and 5 PM. No herbicides may be used on-site without express permission from the City Representative. Work reports shall be provided to the City of Carmel representative on a weekly basis.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and no additional compensation will be allowed therefore.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the Contract, the Contractor shall submit a cost breakdown list to the Environmental Compliance Manager for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Do **not** enter "N/A" or leave any bid item blank in the Bid Schedule.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201____.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

<u>ADDENDA</u>	<u>DATE RECEIVED</u>	<u>INITIAL</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

REFERENCES

List at least two (2) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

ORGANIZATION

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

ORGANIZATION

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

REFERENCE CHECKS

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor’s performance on previous assignments.

SUBCONTRACTOR'S LIST

The Bidder shall list below the name, the location of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Business	Trade or Portion of Work

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [City], _____ County, California.

Signature

Printed Name and Title

Company

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Company)

PART III: GENERAL PROVISIONS

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

The Bidder is required to thoroughly examine the job site, Specifications including Contract Form (See Appendix B) for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the requirements of the Specifications, including the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

CONTRACT EXECUTION

A Contract shall not be deemed to have been made between the Contractor and the City until all of the following steps have been completed:

1. Award of the Contract by the City Administrator,
2. Within fifteen (15) calendar days after written notice that a Contract has been awarded to the Contractor (Notice of Award), the Contractor shall submit two (2) signed original Contracts, evidence of insurance that conforms to the Contract, and City of Carmel-by-the-Sea Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the Contract and return an original to the Contractor.
4. The City will then issue a Notice to Proceed authorizing Contractor to begin work.

SCOPE OF WORK

The work in general consists of the following tasks but is not limited to:

Permanently eliminate all non-native weed species listed below from a disturbed 1-acre site shown on the map in Appendix C where large eucalyptus and acacia were removed with heavy equipment in fall 2018 through spring 2019. Weed treatment sessions to eliminate invasive species shall be conducted **by hand or with hand tools only**, between January 15 and February 28, 2020, and again between May 1 and June 30, 2020. Both sessions will occur in the same area. Scattered native species are recruiting in the disturbed zone, along with a plethora of invasive species. Native plants shall be protected, to the extent possible during weed eradication efforts. Weed eradication is being conducted to prepare the site for restoration to native riparian habitat. A two-hour orientation will be provided by the City's contract biologist for field crews before the start of the first session of weed eradication work. If any delay occurs due to reasons beyond the contractor's control, such that the first session of weed removal cannot be completed during the winter of 2020, the first session of weed removal will be conducted between May 1 and June 30, 2020, and the second session between November 1 and December 31, 2020.

At the end of the final treatment period in June 2020, there will be 0% cover and no rooted, live plants of the following target weed species in the 1-acre project site:

- a) Cape ivy (*Delairea odorata*)
- b) Seedling blue gum eucalyptus (*Eucalyptus globulus*)
- c) Seedling acacia (*Acacia* spp.)
- d) Sprouting acacia plants developing along buried acacia tree roots
- e) French broom (*Genista monspessulana*)
- f) Poison hemlock (*Conium maculatum*)
- g) Nasturtium (*Tropaeolum* sp.)
- h) English ivy (*Hedera helix*)
- i) Periwinkle (*Vinca major*)

- j) Mustard (*Brassica* sp.)
- k) Wild radish (*Raphanus sativus*)
- l) *Crocoshia* sp.
- m) Annual thistles
- n) Calla lily (*Zantedeschia aethiopica*)
- o) Iceplant (*Carpobrotus chilensis*)
- p) Curly dock (*Rumex crispus*)
- q) Veldt grass (*Ehrharta erecta* and *E. calycina*)

Other weed species encountered at the site, or around the perimeter of the 1-acre area may be targeted for removal, as mutually agreed upon by the Contractor and Environmental Compliance Manager.

All weed biomass shall be removed and disposed of at an approved location off-site. Care shall be taken to not drop or leave any pieces of Cape ivy or English ivy behind. Vehicular access will be granted during the weed eradication work sessions for up to two vehicles per day. No herbicides may be used on-site without express permission from the City Representative. Work reports shall be provided to the City of Carmel representative on a weekly basis.

Work shall be conducted between the hours of 8 AM and 5 PM.

CHANGES AND EXTRA WORK

The Environmental Compliance Manager reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Environmental Compliance Manager to be necessary or advisable, and to require such extra work as may be determined by the Environmental Compliance Manager to be necessary for the proper completion of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work". Approved Change Orders shall describe the changes or extra work, Contract time adjustments and payment basis for such work as applicable. Change Orders are valid Contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. All weed biomass shall be removed and disposed of at an appropriate location off-site. Care shall be taken to not drop or leave any pieces of Cape ivy or English ivy behind. The City shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF WORK

AUTHORITY

The Environmental Compliance Manager shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the specifications; all inquiries as to the acceptable fulfillment of the Contract on the part of the Contractor; and all inquiries as to claims and compensation. The Environmental Compliance Manager response shall be final and the Environmental Compliance Manager shall have executive authority to enforce and make effective such responses.

In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Director of Public Works, or his designee, whose decision thereon shall be final.

REPRESENTATIVE

The Contractor shall assign a representative and submit contact information (name, telephone number) to the City of Carmel-by-the-Sea Department of Public Works. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Environmental Compliance Manager not in conflict with the Contract, and which may be delivered to the Contractor, Contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Environmental Compliance Manager instructions are in conflict with the Contract, the Contractor shall immediately bring it to the attention of the Environmental Compliance Manager in writing.

PROPERTY AND FACILITY PRESERVATION

The Contractor shall be held responsible for any damages to existing roads, trails, trees, signage, gates, railings, utilities, other public facilities or private property caused by Contractor's operations. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Carmel-by-the-Sea, which shall be considered for the purpose of Contract to which the specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the Contract price. All permits issued by the City for work done under this Contract shall be issued at no charge.

All Bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public

Contract Code Section 10164, in all Contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the Contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or Bidder enter any Contract or subcontract, without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime Contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime Contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts exceeding one thousand dollars (\$1,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a Contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage

obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

1. The Contract executed between the Contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement

of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. The Contractor shall make travel and subsistence payments to each worker, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the Contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker

employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Contractor is to notify the Environmental Compliance Manager of the start date and project schedule at least seven (7) calendar days prior to the planned start of work unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic, including pedestrian traffic on park trails. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during work.

The Environmental Compliance Manager shall determine the adequacy of said devices and, in cases of dispute, his/her determination shall be final.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

PAYMENT

GENERAL

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified

time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related Contract requirements have been satisfactorily met.

PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Environmental Compliance Manager shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Environmental Compliance Manager, the work is not proceeding in accordance with the provisions of the Contract.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Environmental Compliance Manager shall promptly make such inspection, and when the work is found to be acceptable under the Contract and the Contract fully performed, the Environmental Compliance Manager shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the Contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the Contract or the amount due.

**MISSION TRAIL NATURE PRESERVE WEED ERADICATION
19-20-009**

PART IV: SPECIAL PROVISIONS

GENERAL

The work, in general, consists of but is not limited to: furnishing all labor, materials, equipment and services necessary for and incidental to Mission Trail Nature Preserve Weed Eradication.

The goal of this project is to permanently eliminate all non-native weed species from a disturbed 1-acre site where large eucalyptus and acacia were removed with heavy equipment in fall 2018 through spring 2019. Scattered native species are recruiting in the disturbed zone, along with a plethora of invasive species. Native plants shall be protected, to the extent possible during weed eradication efforts. Weed eradication is being conducted to prepare the site for restoration to native riparian habitat. Weed treatment sessions to eliminate invasive species shall be conducted **by hand or with hand tools only**, between November 15 and December 31, 2012, and again between in May 1 and June 30, 2020. Both sessions will occur in the same area. A two-hour orientation will be provided by the City's contract biologist for field crews before the start of the first session of weed eradication work. If any delay occurs due to reasons beyond the contractor's control, such that the first session of weed removal cannot be completed during the winter of 2020, the first session of weed removal will be conducted prior to June 30, 2020, and the second session prior to December 31, 2020.

At the end of the final treatment period in June 2020, there will be 0% cover and no rooted, live plants of the following target weed species in the 1-acre project site:

- Cape ivy (*Delairea odorata*)
- Seedling blue gum eucalyptus (*Eucalyptus globulus*)
- Seedling acacia (*Acacia* spp.)
- Sprouting acacia plants developing along buried acacia tree roots
- French broom (*Genista monspessulana*)
- Poison hemlock (*Conium maculatum*)
- Nasturtium (*Tropaeolum* sp.)
- English ivy (*Hedera helix*)
- Periwinkle (*Vinca major*)
- Mustard (*Brassica* sp.)
- Wild radish (*Raphanus sativus*)
- *Crocsmia* sp.
- Annual thistles
- Calla lily (*Zantedeschia aethiopica*)
- Iceplant (*Carpobrotus chilensis*)
- Curly dock (*Rumex crispus*)
- Veldt grass (*Ehrharta erecta* and *E. calycina*)

Other weed species encountered at the site, or around the perimeter of the 1-acre area may be targeted for removal, as mutually agreed upon by the Contractor and Environmental Compliance Manager.

All weed biomass shall be removed and disposed of at an approved location off-site. Care shall be taken to not drop or leave any pieces of Cape ivy or English ivy behind. Vehicular access will be granted during the weed eradication work sessions for up to two vehicles per day. Work shall be conducted between the hours of 8 AM and 5 PM. No herbicides may be used on-site without express permission from the City Representative. Work reports shall be provided to the City of Carmel representative on a weekly basis.

TIME LIMITS

The Contractor shall submit the Contract with his signature affixed thereto and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to him.

A Notice to Proceed for this Contract will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of said Notice to Proceed.

Work shall commence at 8:00 A.M. and be completed by 5:00 P.M. each work day. There shall be no work on weekends and City's recognized holidays. A list of City's recognized holidays is available upon request.

The terms of this Contract shall remain in effect for one (1) year from the effective date of the Notice to Proceed.

LICENSES AND PERMITS

Prior to the execution of any Contractual agreements, the successful Bidder shall obtain a City of Carmel-by-the-Sea Business License.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Carmel-by-the-Sea, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's Contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Carmel-by-the-Sea.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any

property belonging to Contractor or Contractor's employees, Contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, Contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

INSURANCE

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Commercial General Liability** ("CGL") Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains **broader coverage and/or** higher limits than the minimums shown above, the City requires and shall be entitled to **the broader coverage and/or** higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Carmel-by-the-Sea. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Carmel-by-the-Sea for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with certificates of insurance and endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.

LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Carmel-by-the-Sea and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of \$200.00 for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

It is further agreed that, in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the Contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Environmental Compliance Manager in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be

final and conclusive.

TRAFFIC CONTROL

The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment. As necessary, Contractor shall provide all labor and facilities required for safe handling of traffic, including pedestrian traffic on park trails, during the course of construction. Contractor shall provide all signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times.

The Director of Public Works shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Director of Public Works, the City may furnish and install same and charge the Contractor therefor.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

SANITARY FACILITIES

There are no existing City sanitary facilities at Mission Trail Nature Preserve. Contractor shall provide portable sanitary facilities during the duration of the work. Sanitary facilities shall be located away from the Mission Trail Creek and shall be shielded from view by pedestrians on park trails using wooden lattice or similar.

INSPECTION OF WORK

The City reserves the right to perform random inspections at any time. The Environmental Compliance Manager shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleanup performed, the Environmental Compliance Manager will make the final inspection.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the Contract. Additionally, Carmel-by-the-Sea Municipal Code Section 17.42.020 Urban Runoff Water Quality and Discharge Management, C. Discharge Prohibitions states,

"No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Contractor shall comply with all water quality regulations in Carmel-by-the-Sea Municipal Code Chapter 17.43 Water Quality Protection Ordinance, and State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges.

BEST MANAGEMENT PRACTICES DURING WORK

Best Management Practices during work include, but are not limited to:

- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs.
- Ground disturbance by vehicles and heavy machinery shall be minimized. When conducting weed control, avoid loosening soil that might cause erosion into a stream, creek or drainage channel.
- When conducting weed control, apply ground cover such as mulch or wood chips to loosened and bare soil.
- No work shall be performed in the creek or within 3 feet of creek banks. Vegetative cover shall be maintained on creek embankments to prevent soil erosion.
- Do not discard vegetation or leaves in any creek, drainage channel or storm drain inlet.
- Protection of adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, trash, chemicals, construction debris and fluids, and waste of any kind;
- No runoff from disturbed areas, or material stockpiles, shall contain sediments and/or pollutants. Run-on shall be diverted away from disturbed work areas;
- No pesticide use is allowed without the express approval of the Environmental Compliance Manager or their representative.

APPENDIX A:
BID FORMS FOR SUBMITTAL

BID COVER SHEET



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

BID COVER SHEET

FOR

**MISSION TRAIL NATURE PRESERVE WEED ERADICATION PROJECT
19-20-009**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Cover Sheet (this sheet)	_____
2. Bid Proposal	_____
3. Bid Schedule	_____
4. Declaration of Bidder/Acknowledgement of Addenda	_____
5. References	_____
6. Subcontractor's List	_____
7. Non-collusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Certification of Workers Compensation Insurance	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: _____
Company Name Signature



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

**MISSION TRAIL NATURE PRESERVE WEED ERADICATION PROJECT
19-20-009**

BID PROPOSAL

To the Honorable City Council
City of Carmel-by-the-Sea
City Clerk
Eastside of Monte Verde
Between Ocean and Seventh Avenues
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums and unit prices set forth in the following schedule.

BID APPROVAL:

PRINCIPAL/ OWNER

COMPANY

DATE: _____

**MISSION TRAIL NATURE PRESERVE WEED ERADICATION PROJECT
19-20-009**

COMPANY

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		\$
2	Weed Eradication (1 Acre)	2	Session		\$
3					\$
4					\$
5					\$
6					\$
7					\$
8					\$
9					\$
10					\$
TOTAL BASE BID:					\$
Based Bid Total: (In Words)					

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No: _____, Class: _____, Expiration date: _____

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201____.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

<u>ADDENDA</u>	<u>DATE RECEIVED</u>	<u>INITIAL</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

REFERENCES

List at least two (2) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

ORGANIZATION

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

ORGANIZATION

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

REFERENCE CHECKS:

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

SUBCONTRACTOR’S LIST

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder’s total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder’s total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [City], _____ County, California.

Signature

Printed Name and Title

Company

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Company)

APPENDIX B:
SAMPLE CONTRACT

**CITY OF CARMEL-BY-THE-SEA
AGREEMENT FOR CONTRACTOR SERVICES
Contractor name _____
Project Service _____
Contract # _____**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 2019, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and _____, a _____, ("Contractor") whose current and valid Contractor's License # _____, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit "A," attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A." Exhibit "A" may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

d) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

e) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions thereof.

f) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

5. CITY MANAGEMENT

The Public Works Director or Environmental Compliance Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the Environmental Compliance Manager shall have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, shall be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ (\$ _____) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials supplied by Contractor. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records, shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become

the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(b) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(c) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

(a) Contractor shall submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that Contractor's insurance policies shall be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

General Liability:	
a. General Aggregate	\$1,000,000
b. Each Occurrence	\$1,000,000
Workers' Compensation:	
a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
Automobile Liability	
a. Any vehicle, combined single limit	\$1,000,000
(b) Other Insurance Requirements	

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement shall be endorsed to state that CITY shall be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY shall be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies shall:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor shall immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

15. PREVAILING WAGE

It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Project.

Pursuant to Senate Bill 222 City is required to withhold from any progress payments owed to a Contractor any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a Contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred to the Labor Commissioner for disbursement in those cases where a Contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works Contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by the Contractor against an awarding body for recovery of amounts withheld.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City, through the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: _____

To Contractor: _____

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal

district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CARMEL-BY-THE-SEA:

CONTRACTOR:

By: _____
Chip Rerig, City Administrator

By: _____

Date: _____

(Printed Name)

Date: _____

ATTEST:

By: _____
Britt Avrit, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Brian Pierik, Esq., City Attorney

Date: _____

APPENDIX C:
PROJECT LOCATION MAP



City of Carmel - Mission Trail Nature Preserve

Appendix C - Weed Eradication Project Map

LOGOUT



Interactive Viewer



- Hiking Trails**
- Hiking Trail
- Service Road
- Stream
- - - City Limit
- Parks and Open Space
- Parcels
- County Parcels

Approximate Area of Weed Eradication

Serra Trail

Access

